

EXHIBIT A

SCOPE OF WORK

As part of its ongoing commitment to water quality, and the care and protection of the natural environment, the City of Columbia Heights has established native vegetation buffers around numerous ponds, wetlands, and streams in the community.

These buffers protect critical stormwater infrastructure, improve water quality and ecological diversity, and provide habitat for pollinators and other wildlife. Buffers are located adjacent to water bodies, and are required to be provided and maintained in accordance with state and local laws. Clean water and healthy ecosystems benefit all community members, especially those who have been impacted most and contribute the least to environmental harm.

Management of the buffers includes integrated plant management, native vegetation seeding, dormant mowing, and controlled burns to remove invasive, noxious, and undesirable vegetation, collectively promoting the successful long-term establishment of native vegetation.

1. Work. The Work shall include furnishing all labor, tools, materials, and equipment to restore, enhance, and maintain native vegetation buffers and landscapes at the locations shown on the site maps included in this Exhibit A. The Work shall occur throughout the growing season as specified in Exhibits B and C. The Work shall include the following:

A. Integrated Plant Management (IPM) – Perform a combination of hands-on management techniques used during the growing season. IPM tasks may include but are not limited to: hand pulling and cutting; complete site mowing; spot mowing; line trimming; spot burning; spot treatment; and woody plant management including removal and stump treatment.

B. Dormant Mows – Perform a dormant mow of an entire site to control annual weeds and promote the successful long-term establishment of native vegetation. Dormant mows shall be conducted in early spring, after prairie seeds have fallen and prior to undesirable species producing seed, unless otherwise approved by the City’s authorized agent.

C. Controlled Burns – Conduct controlled burns to replicate the natural and beneficial process of fire, promote the growth of native plants, and control weeds. Burns shall only be conducted by trained, certified personnel after obtaining the

proper permits and notifying the Fire Department, 911 dispatchers, and adjacent properties as specified in Exhibit B.

D. Native Vegetation Seeding – Perform seeding or inter-seeding as directed by the City, generally based on the density and extents of native vegetation.

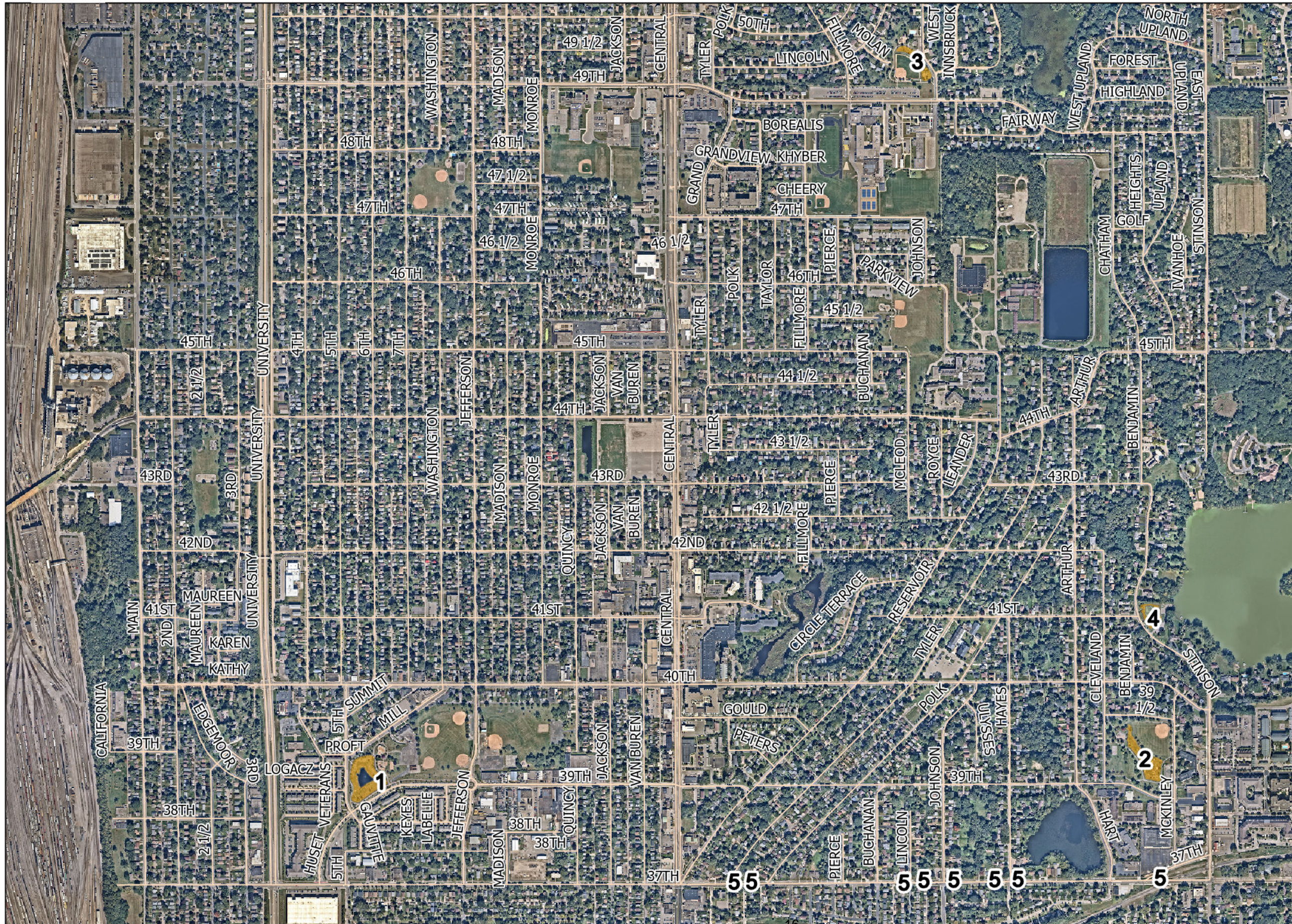
2. Location. Site location maps are in Exhibit A.

3. Contract Time. The Work shall commence no later than June 1, 2026, and conclude on or before November 30, of each contract year. The Contract term shall be for 3 years from the signing of the contract and conclude on December 1, 2028.



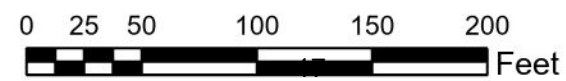
Vegetated Buffer Management Areas

- 1. Huset Park West
- 2. Prestemon Park
- 3. Ramsdell Park
- 4. Silver Lake Boat Launch
- 5. 37th Ave Raingardens





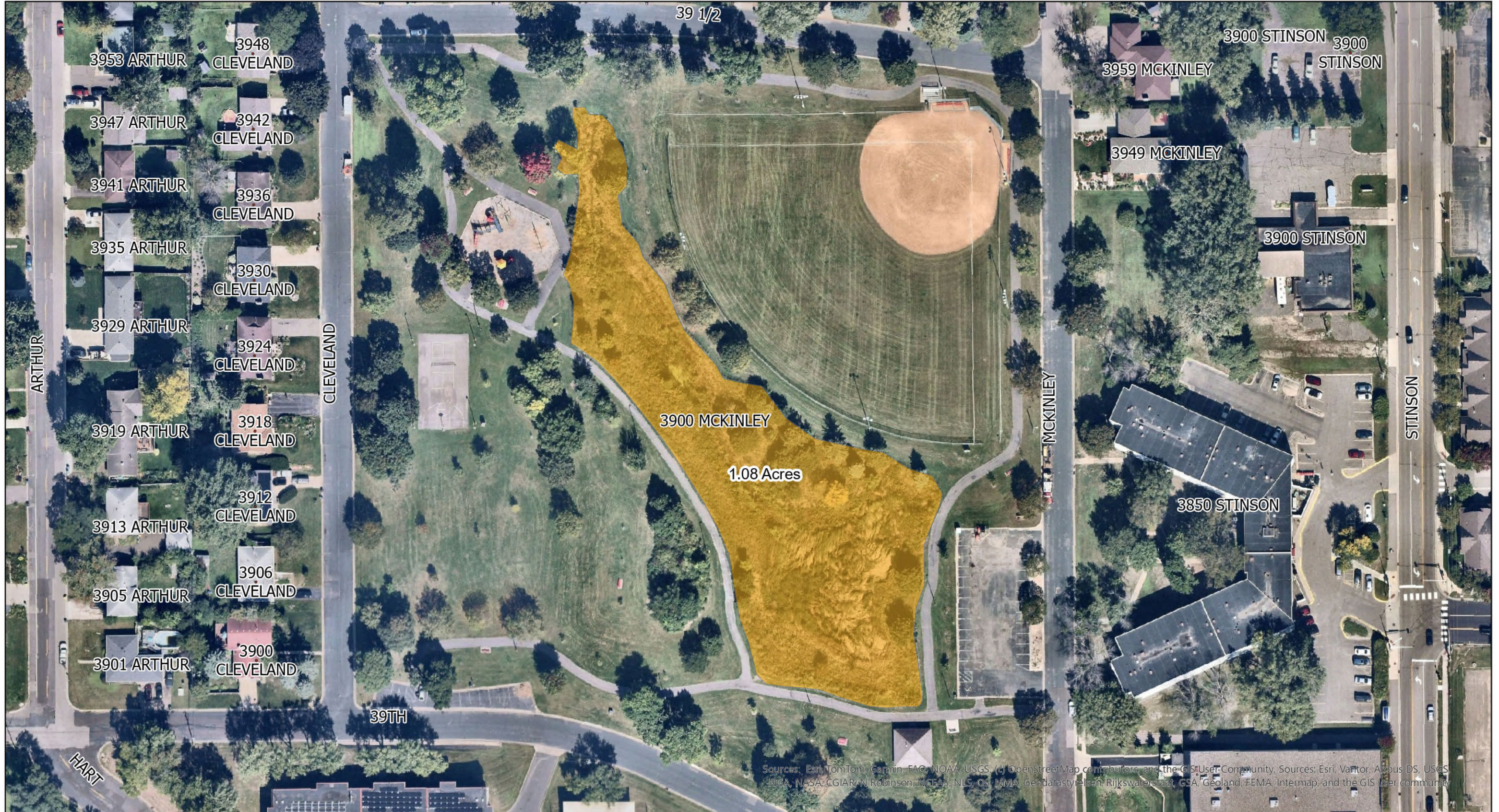
Huset Park West



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGLAR, N Robinson, NCEAS, Bedatasy, esen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS User Community



Prestemon Park



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS User community

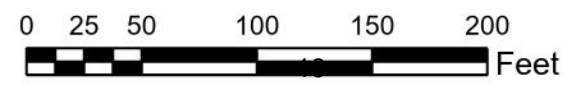




Ramsdell Park



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGLAR, N. Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

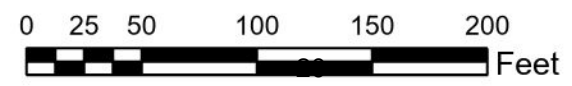




Silver Lake Boat Launch



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, Inc., and the GIS User Community





37th Ave Raingardens

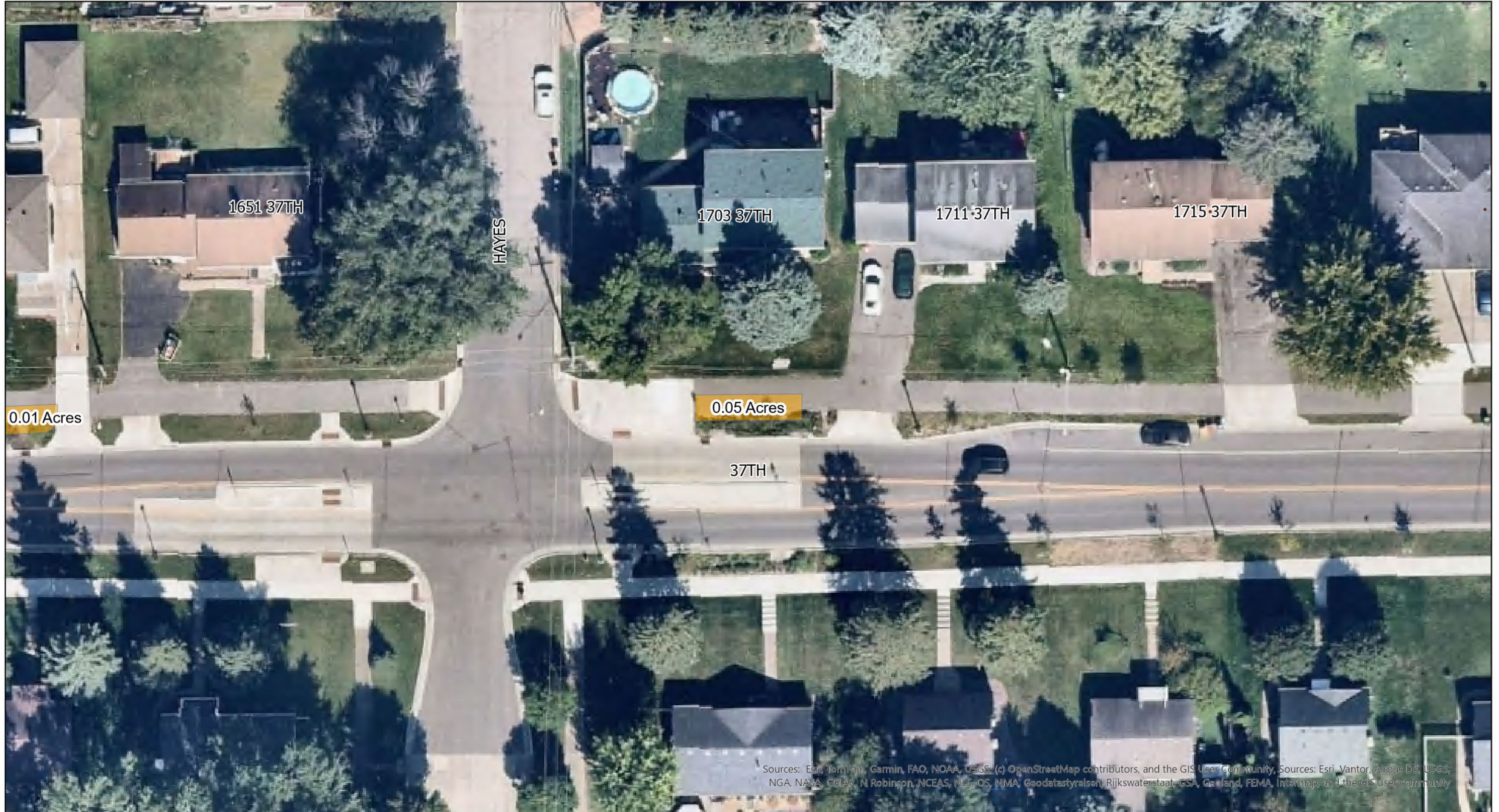


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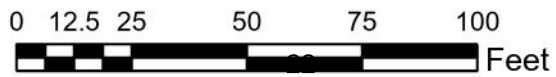




37th Ave Raingardens

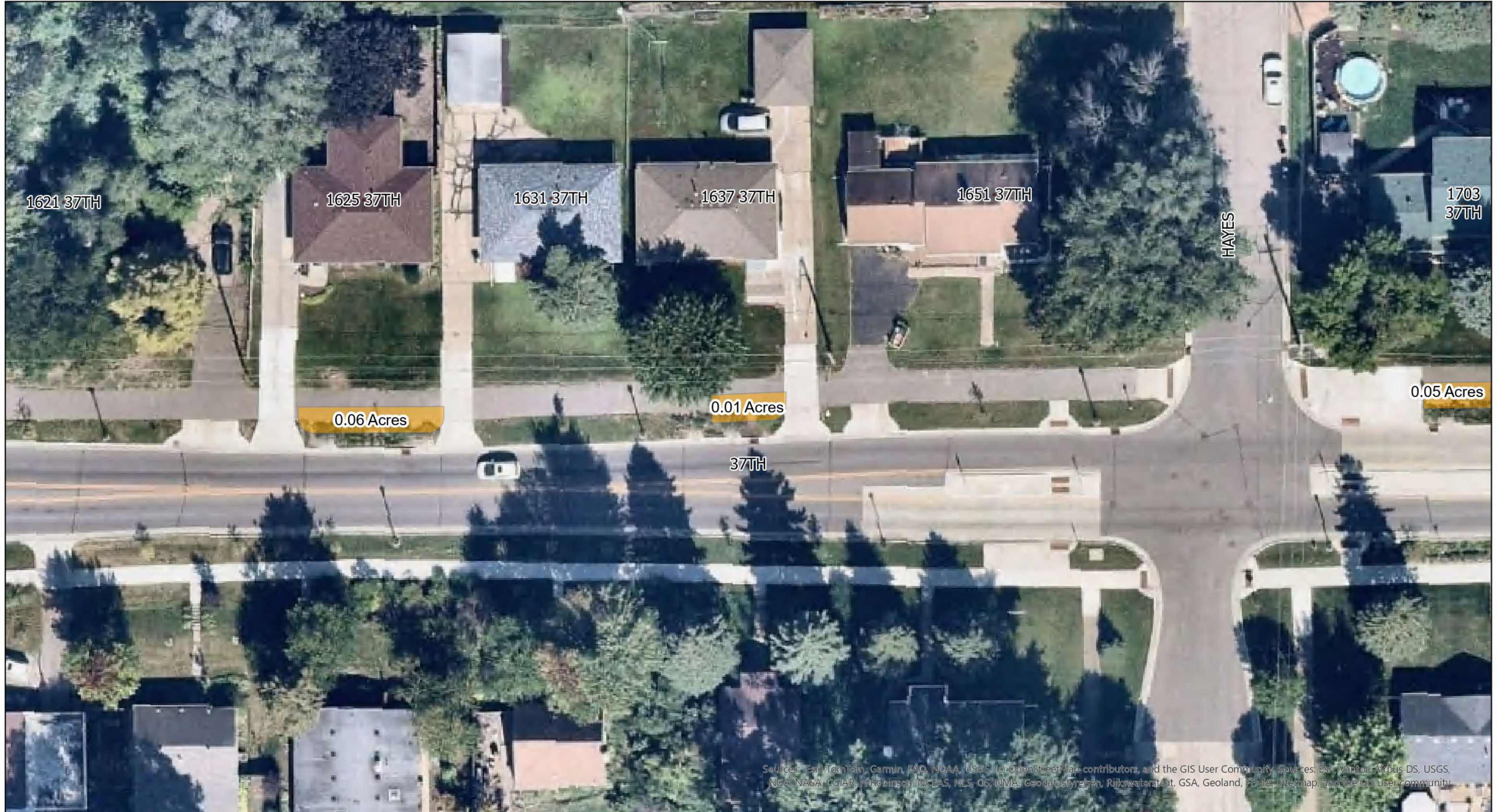


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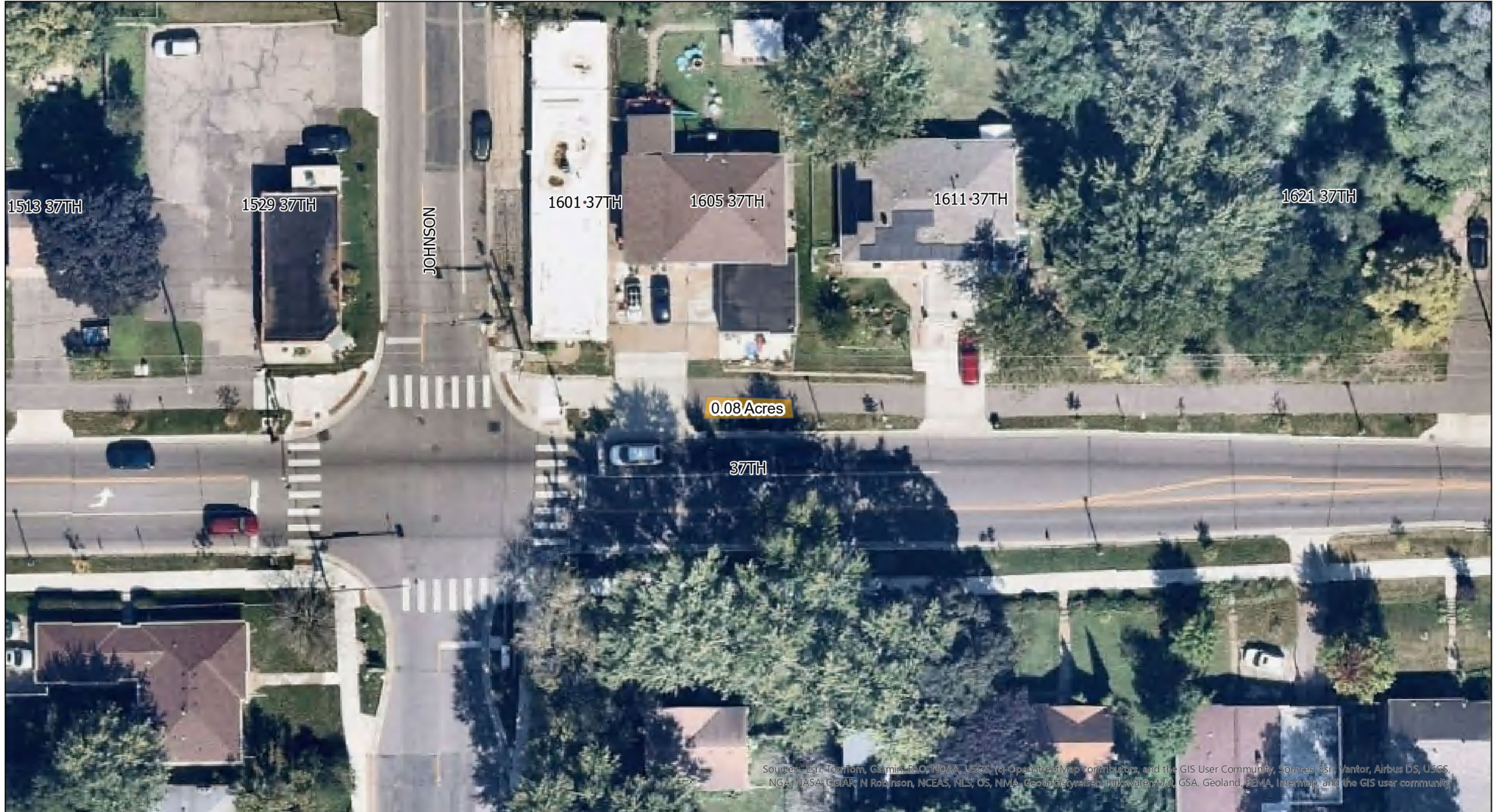


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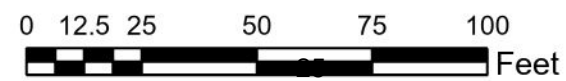




37th Ave Raingardens



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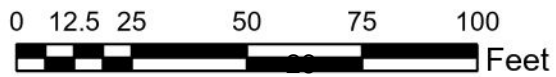




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EXHIBIT B
SPECIAL CONDITIONS

1. Pre-Construction Meeting. Prior to beginning Work, a pre-construction meeting shall be held, and shall be attended by the authorized agents of the City and persons of the contracting company who will have direct responsibility for labor, materials, and equipment used on the project. The meeting will disclose all significant aspects for execution and schedule of the Work. Agreement on any and all questionable measurements, materials, methods or other matters shall be established at this meeting.

Contractor shall submit the following at the pre-construction meeting:

A. Critical path phasing plan and schedule, which details all controlling operations.

This shall be submitted a minimum of three (3) days before the pre-construction meeting.

B. List of products, materials, and equipment to be used for execution of the Work.

C. General project contact information including certifications and emergency contacts.

D. Traffic Control plan.

2. Post-Construction Meeting. Upon completion of the Work, Contractor shall meet with the City's authorized agents and provide a written summary (.doc and PDF format) of work completed for each site. The written summary shall include notable field observations and maintenance recommendations for the following year.

3. Notification. Contractor shall notify the City's authorized agent at least 24 hours in advance of mobilization and performing Work for each site, and within 24 hours of completing Work for each site. The Contractor shall notify the City within 24 hours after discovering bare or sparsely vegetated areas, fallen trees and branches, obstructions limiting access, or other issues impacting the Work.

4. Use of Chemicals. It is the City's policy to reduce the use of chemicals that have the potential to harm or impact wildlife, the natural environment, and human health. Alternatives to chemicals, such as manual removal methods, shall be given priority. If it is deemed necessary to use chemicals, the Contractor must obtain written permission from the City's authorized agent and take all necessary precautions and measures to protect the

safety of human health and the environment while working. Contractor shall adhere to the following guidelines whenever using chemicals at the site:

A. All chemicals shall be approved in writing by the City's authorized agent prior to application.

B. Contractor shall follow all label instructions for pesticides. Pesticides include herbicides, insecticides, fungicides and other products intended to prevent, destroy, repel or mitigate a pest and substances intended for use as a plant regulator, defoliant, or desiccant.

C. Contractor shall not use products containing neonicotinoids.

D. Applicators shall be Minnesota Department of Agriculture (MDA) licensed pesticide applicators and be trained in the proper techniques for handling and applying the chemicals used. For areas near water resources, Contractor shall use chemicals that are approved for use near water and adhere to all local, State, and Federal regulations. Contractor shall provide the City with records of applicable training and certifications.

E. Contractor shall use the minimum effective rate of the chemicals required to achieve sufficient efficacy against target species to promote successful long-term establishment of native vegetation.

F. Contractor shall avoid the use of chemicals within 24 hours prior to any rainfall or as otherwise indicated in the manufacturer's instructions, when wind speeds exceed the manufacturer instructions, or when the wind speed exceeds 10 miles per hour (MPH) if not otherwise specified by the manufacturer, or as otherwise approved by the City's authorized agent.

G. Contractor shall mark areas that are chemically treated with temporary signs approved by the City's authorized agent and shall remove signage at the appropriate time according to manufacturer's instructions. Signage must comply with all MDA guidelines.

5. Disposal. Contractor may dispose of plant materials by hauling them to an appropriate waste facility or by conducting a controlled burn. Before the movement of any invasive species, they must be rendered nonliving and nonviable and/or packaged, transported, and disposed of in accordance with all local, State, and Federal regulations. Contractor shall not conduct activities that spread invasive or noxious species or their seeds.

6. Erosion and Sediment Control. Contractor shall take all appropriate measures to prevent erosion and sediment transport from work sites to adjacent water bodies, trails,

and streets. Contractor shall notify the City's authorized agent of any temporary erosion and sediment control measures proposed prior to installation. The Work will not be considered complete until all required vegetation is properly established, and all temporary erosion and sediment control measures have been removed from the work sites. No additional compensation will be considered for erosion and sediment control.

7. Integrated Plant Management (IPM). IPM is a combination of vegetation management techniques used during the growing season. The goal of IPM is to remove invasive, noxious, or unwanted species to promote the long-term establishment of native vegetation. The method of control varies by species, density, and site-specific conditions. Contractor shall visit the work sites as necessary to develop an informed understanding of the sites and successfully conduct various IPM tasks, as necessary on a site-by-site basis. IPM tasks may include but are not limited to: hand pulling, cutting, complete site mowing, spot mowing, line trimming, spot burning, spot chemical treatment, and woody plant management including removal and stump treatment. Removal or treatment should be conducted prior to undesirable species going to seed.

Woody plant management includes removal, and potential treatment, of opportunistic (volunteer) trees and shrubs that sprout within the maintenance areas. Contractor shall remove all invasive and volunteer tree species as part of IPM, as well as any species that are identified as Eradicate, Control, or Restricted Noxious Weed species as specified by the MDA, or that pose a threat to beneficial plant diversity or stormwater management objectives as specified by the City. All IPM techniques shall be paid at the same rate. Payment shall be made at the contract unit price for IPM for each site, including all labor, materials, and equipment to complete the Work. Contractor shall follow the chemical usage guidelines in this Exhibit B, Section 4, if chemicals are used during IPM. Mechanical techniques shall be given priority over chemical techniques when considering methods. Chemicals must be approved by the City's authorized agent prior to use. All Work must comply with the procedures outlined in Minnesota Department of Natural Resources (MnDNR) Operational Order 113.

8. Buckthorn Removal and Treatment. Buckthorn removal is part of IPM (woody plant management) and shall be considered complete when all buckthorn has been removed, stumps have been treated, and all remnants have been rendered non-viable within the Work areas. Acceptable methods of disposal include bagging plants and removing all seeds, burning any remaining debris, or other methods as described in this Exhibit B, Section 5, or as approved by the City's authorized agent. Priority shall be given to mechanical means of removal before using herbicide. If the buckthorn is less than 3/8 inches in diameter, the plants may be pulled by hand. The buckthorn plant and roots shall

be completely removed to prevent re-sprouting. For plants greater than 3/8 inches in diameter but less than 2 inches in diameter, Contractor shall use a hand tool that removes the entire plant, such as an Uprooter, Root Talon, or approved equivalent. Contractor shall minimize soil disturbance to prevent buckthorn seed germination, restore and compact disturbed soil to match surrounding grade, and secure existing vegetation that has been uprooted or otherwise impacted during buckthorn plant removal. If removal of individual buckthorn plants is infeasible, Contractor may, with written approval from the City's authorized agent, spray the foliage of buckthorn plants or seedlings with an approved herbicide.

Buckthorn plants that are greater than 2 inches in diameter shall be controlled by cutting the stem at the soil surface, then covering or treating the stump with an herbicide approved by the City's authorized agent to prevent re-sprouting. Cutting may be performed using hand tools, chainsaws, or brush cutters. The root mass of plants greater than 4 inches in diameter shall be ground down before treatment. All plant stumps shall be chemically treated immediately after cutting (completed within 2 hours) using an herbicide approved by the City's authorized agent. Chemical control options include herbicides containing triclopyr (Garlon 3A/Vastlan, Garlon 4, or other brush killers with triclopyr) or glyphosate to prevent re-sprouting. Oil-based products of triclopyr ester (Garlon 4, Pathfinder II) may be applied when the temperature is below 32 degrees F. Contractor shall follow the chemical usage guidelines in this Exhibit B, Section 4 if using chemicals during buckthorn removal and treatment. All Work shall comply with the procedures outlined in MnDNR Operational Order 113.

9. Controlled Burns. A controlled burn is an important management tool to replicate the natural and beneficial process of fire, promoting the growth of native plants and controlling weeds. Contractor shall notify the City at least four weeks in advance if it intends to conduct a controlled burn and must obtain prior written approval from the City's authorized agent and Fire Chief to conduct the controlled burn. Approximately two to three weeks prior to the burn, the City will mail an advance notification letter to properties located within 500 feet of the controlled burn limits. On the day of the controlled burn, Contractor shall attempt to notify all residents and businesses adjacent to the planned burn limits by knocking on doors and providing informational door hangers describing the burn process and potential temporary impacts, including but not limited to smoke production. Before conducting a controlled burn, Contractor shall obtain all required permits and approvals from the MnDNR and the City's Fire Chief or their designee. Contractor shall notify the 911 Dispatch Center before and after the controlled burn. Controlled burns shall only be conducted by trained crews certified through the National Wildfire Coordinating Group with a minimum of a S130 or S190 certificate or through the

MnDNR Prescribed Burn Qualification track. At least one supervisory staff member per crew must have active certification related to one of the above programs, and provide records of qualifications to the City's authorized agent.

To minimize risk to residents and property, controlled burns may only be conducted when:

- Fuel in the burn area is dry.
- Wind velocities are moderate, 5 - 15 MPH, in a direction that results in the least amount of smoke impact to residents, businesses, buildings, and high-volume roadways.
- Humidity is 35% - 80%.
- Air temperature is 32° - 65° F.

Because of these variables, the exact timing may not be known until the day before or the day of the burn. When conducting a controlled burn, Contractor shall target dense areas of invasive species. Contractor shall avoid burning at least 25% of the buffer area, ideally the best established with native species, to maintain it as a refuge area for wildlife. Contractor shall identify and protect all existing infrastructure, trees, and shrubs in or near the controlled burn area. All Work shall comply with the procedures outlined in MnDNR Operational Order 47 Prescribed Burning and the MnDNR Prescribed Burn Handbook 2020 (March 2024 revision). Controlled burns shall be paid at the contract unit price for each site and includes all labor, materials, and equipment necessary to conduct the controlled burn.

10. Dormant Mows. A dormant mow helps to control annual weeds and allow desirable native species to thrive. Dormant mows shall be conducted in early spring after prairie seeds have fallen and prior to undesirable species producing seed. If undesirable species have produced seed, a mow shall not be conducted. Dormant mows shall be paid at the contract unit price to mow each site and includes all labor, materials, and equipment required to complete the dormant mow.

11. Native Vegetation Seeding (2575). If the native vegetation within a site is sparse, lacking adequate coverage, or must be re-established or expanded, the Contractor may be directed to seed or inter-seed with a native seed mix and temporary cover crop appropriate for the site. The seed mix must be approved in writing by the City's authorized agent prior to seeding. Seed mixes may include, but are not limited to, Minnesota Department of Transportation (MnDOT) 33-261 Stormwater South & West, MnDOT 35-241 Mesic Prairie, MnDOT 36-211 Woodland Edge South & West, or equivalent seed mixes per MnDOT Seeding Manual 2024, or other similar seed mixes as directed by the City's authorized

agent. Contractor shall properly prepare the seed bed prior to seeding in accordance with MnDOT specifications. Soil disturbance shall be minimized to the extent feasible. Seed bed preparation may include but is not limited to dragging, tilling, raking, topsoiling, disking, and installation of erosion control blanket as specified herein. Contractor shall be solely responsible for repair of any seeded areas that wash out, erode, or fail to sufficiently establish prior to the acceptance with no additional compensation.

Contractor shall install erosion control blankets on all seeded areas within the calculated high water level of water bodies, and slopes 3:1 (H:V) or steeper. Erosion control blankets shall consist of natural net or biodegradable material, with no synthetic netting. Any alternative product must be approved by the City's authorized agent prior to use. Straw mulch may be considered in areas where existing vegetation prevents the feasible use of erosion blanket, subject to approval by the City's authorized agent. Contractor shall install all erosion control blanket according to MnDOT Specification 3885, fastened with biodegradable staples or approved alternate.

Contractor is responsible for successful establishment of the seed and shall replace all unsuccessful seeding until adequate native vegetation is established, within the contract time. This includes watering the areas as necessary and as directed by the City's authorized agent to promote growth. Insufficient establishment shall be defined as any spots, areas, or patches that have shorter, sparser, or otherwise limited establishment relative to satisfactory areas. Contractor shall repair all areas that have insufficient establishment as directed by the City's authorized agent, within seven (14) days of being notified of insufficient growth. Vegetation establishment shall be considered satisfactory when the site-specific goals for a site are achieved, as agreed upon between Contractor and the City's authorized agent. Satisfactory completion shall be verified in writing by the City's authorized agent.

Measurement and payment for Native Vegetation Seeding shall be made on an ACRE basis at the contract unit price. Payment shall be compensation for all materials, labor, equipment, erosion control, and maintenance necessary to complete the work as required by the City's authorized agent. No additional payments will be made for erosion control, multiple mobilizations or seeding costs to install or reseed areas that have failed to grow. The Contractor shall not be paid twice for seeding the same area. Contractor shall provide seed tag and seed invoice for verification prior to payment.

12. Safety Precautions and Accident Prevention. The Contractor shall observe and comply with all requirements for the safety of the workforce to be employed on the project. Contractor shall comply with all safety measures recommended and required by any governmental agency, including the Department of Labor and Industry, Division of Accident

Prevention of the Industrial Commission of Minnesota, and with the requirements of the Worker's Compensation Act and any amendments thereof. Attention is called to the other paragraphs of these Special Conditions covering safety precautions and accident prevention. The Contractor shall be responsible for all safety issues on this project. The Contractor shall comply with instructions from the City for implementing any additional requirements for safety concerns.

13. Locating Utilities. Prior to the Work, Contractor shall obtain field locations or other assistance as may be required to determine the existence and location of gas mains and other private utilities, as well as, public utilities of the City, County or State, which may be underground or overhead within public property, street and highway rights-of-way or within easements and which may be interfered with by the Work. Contractor shall be responsible for verifying all utility location by contacting Gopher State One-Call (651.454.0002). Contractor shall also make such investigations as are necessary to determine the extent to which existing structures may interfere with the Work. Contractor shall not claim or be entitled to receive compensation for any damages sustained by reason of the inaccuracy or the omission of any of the information given relative to the surface, overhead or underground structures or by reason of Contractor's failure to properly protect and maintain such structures.

14. Mobilization. The mobilization shall be included in the base price in all aspects of Work and shall include mobilization to all of the areas identified in the Site Location Maps herein at Exhibit A. No additional compensation will be considered for mobilization.

15. DOT Compliance. All of Contractor's drivers performing work for the City must be in compliance with Department of Transportation (DOT) requirements related to holding a Commercial Driver's License (CDL). Contractor shall be responsible for ensuring its own compliance with all applicable DOT regulations and requirements, including but not limited to DOT regulations related to drug testing and the maintenance of drug testing records. Contractor shall indemnify and hold harmless the City for any fines incurred as a result of Contractor's failure to comply with DOT requirements as set forth above. It shall be Contractor's responsibility to comply and provide evidence to the City of DOT compliance upon request.

16. Hours of Operation. Work shall occur Monday through Friday from 7:00 a.m. to 7:00 p.m., excluding holidays, unless approved in writing by the City's authorized agent. The City may require Contractor to perform Work at times other than those indicated if the City's authorized agent deems it is in the best interest of the City and its residents. No claims for extra compensation will be considered for complying with this requirement.

17. Noise Elimination. The Contractor shall eliminate noise to the maximum extent practicable at all times. Air compressing equipment shall be equipped with silencers, and the exhausts of all gasoline motors or other power equipment shall be provided with mufflers approved by the manufacturer.

18. Care of Work. All work under this contract shall be accomplished with reasonable care and minimal damage to affected properties. The Contractor shall provide quality cleanup after removal and repair of any damage done by the Contractor's equipment.

19. Traffic Control and Maintenance. Traffic control shall be included in the base price for all aspects of Work and shall include any traffic control necessary to complete the Work. Contractor shall maintain traffic at all times while performing the Work in accordance with the current Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) and its supplements, or as deemed necessary by the City's authorized agent, when the Work occurs on or adjacent to any street, alley or public place. Contractor shall provide all construction signage and traffic control devices for the protection of persons, property and the Work. Contractor shall be responsible for maintaining traffic control devices during the Work. In the event that the City must install additional signs for traffic control for safety purposes, the cost for such measures shall be billed to Contractor or withheld from monies due. The Contractor shall be held responsible for all damage from failure to protect the work zone. No additional compensation will be considered for traffic control.

20. Manual References. The Specifications which apply to the Work shown in the Plans shall be as follows:

A. Special Conditions in Exhibit A and this Exhibit B.

B. The most current edition of the Minnesota Manual on Uniform Traffic Control Devices and its supplements.

C. Division I, 1512 (Unacceptable and Unauthorized Work) of the most current edition of the MnDOT Standard Specifications for Construction and Supplemental Specifications shall apply, except as modified or supplemented herein.

D. Division II (Construction Details) and Division III (Materials) of the most current edition of the MnDOT Standard Specifications for Construction and Supplemental Specifications shall apply, except as modified or supplemented herein.

E. ANSI A300 Manual.

21. Tree and Landscape Preservation. Contractor shall protect existing trees and shrubs that may be impacted by the Work, including but not limited to, cutting, breaking, or shredding of roots; wounding or scraping of trunks and branches; smothering of root systems by stockpiling of construction materials or excavated materials within their drip lines; excess foot or vehicular traffic; or parking of vehicles within their drip lines. All branches that have been damaged by Contractor shall be properly trimmed in accordance with National Arboriculture Standards by the end of the workday. Contractor shall have on-site an approved wound dressing to be applied to freshly cut branch ends immediately (within 10 minutes) after damage to prevent insect infestation and disease. Contractor shall also notify the City's authorized agent immediately of any damaged branches. When excavating near trees,

Contractor shall cut cleanly back to the soil line, all exposed, shredded or torn roots greater than 1-1/2" in diameter, with proper pruning equipment. The cost to cut roots shall be incidental for which there shall be no direct compensation. When excavating or sloping within fifteen (15) feet of any tree, Contractor shall coordinate all such efforts with the City Forester. Standard excavation procedures may need to be modified for large trees that have their trunks closer than five (5) feet from the excavation or sloping limits. Contractor shall be required to provide protection to all exposed oak tree roots that are cut prior to July 1. Contractor shall have on-site an approved wound dressing to be applied to freshly cut root ends immediately (within 10 minutes) after excavation to prevent oak wilt infection. Wound dressing will not be permitted for any other situation other than oaks damaged by construction before July 1. Contractor shall coordinate all such work with the City Forester.

22. Measurement and Payment. Payment for all items for this project shall be by the unit price as stated in Exhibit C. The estimated quantities on the Proposal form are for determination of the lowest cost for the Work. The City reserves the right to increase or decrease quantities shown on the Proposal to stay within the amount budgeted by the City. No claims for extra compensation due to increased or decreased quantities shall be considered. Contractor shall submit all final quantities to the City within thirty (30) days after completion of the Work.