



FOURTH AMENDMENT

Flowers Program: Downtown, Southside, and Fourth Street Gateway Contract No. 2021-90

This Fourth Amendment ("Fourth Amendment") to the Flowers Program: Downtown, Southside, and Fourth Street Gateway (Contract No. 2021-90) dated April 27th, 2021, as amended by the Contract Renewal dated April 7, 2022, Second Amendment dated February 21, 2024, the Third Amendment dated November 12, 2024, and as further renewed by Contract Extensions Two and Three (the "Contract") is made and entered into this ____ day of _____, 2025, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Bird Eye Consortium Corporation d/b/a Foxglove Gardening, an Arizona Corporation ("Contractor").

The Contract, Sections 1, 2, and 6 are hereby amended as follows (deleted text is shown as strikethrough and next text is in underlined capitalized text):

1. Scope of Work: Contractor shall provide the services generally described as follows:

Flowers Program: Downtown, Southside, and Fourth Street Gateway

and as more specifically described in the new Scope of Work attached hereto as Exhibit A.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor an amount not to exceed ONE HUNDRED THIRTY-ONE THOUSAND EIGHTY-THREE DOLLARS AND THIRTY-FIVE CENTS (\$131,083.35), WHICH INCLUDES A CONTINGENCY OF \$9,100.00. ~~One Hundred Sixteen Thousand One Hundred Thirty-Six Dollars And Thirty-Seven Cents (\$116,136.37).~~ Any price adjustments must be approved by mutual written consent of the parties. The City Manager or his/her designee (The Purchasing Director) may approve an adjustment if the annual contract price is less than \$50,000; otherwise City Council approval is required.
6. Renewal: This Contract is hereby renewed for a FINAL one-year term (APRIL 27, 2025 THROUGH APRIL 26, 2026). ~~(April 27, 2024 through April 26, 2025), and may be renewed for up to three (3) additional one (1) year terms by mutual written consent of the parties.~~ The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

All other provisions of the Contract shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this this Third Amendment to be executed by their authorized representatives.

City of Flagstaff

By: _____
Greg Clifton, City Manager

Dated: _____

Attest by:

City Clerk

Approved as to form:

City Attorney

Attachment: Exhibit A

Bird Eye Consortium Corporation

By: _____

Title: _____

Dated: _____

EXHIBIT A
SCOPE OF WORK
(May 2025 to May 2026)

VENDOR SPECIFICATIONS

1. Vendor shall have a minimum of three (3) years of experience providing Landscaping Services of flowers and native plants in Northern Arizona.
2. Vendor to maintain all licenses required for the work, including but not limited to a business license.
3. Vendor able to provide regular landscaping maintenance (weekly or more frequent as needed) services as outlined herein.
4. Vendor able to examine plantings on a weekly basis to identify any problems or potential problems.
5. The City of Flagstaff will require a thirty (30) day warranty on plant materials except for the areas maintained the City, or plantings damaged due to vandalism or inclement weather such as hail.
6. Vendor shall provide, at vendor's own risk, all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Scope of Work/Specifications.

DATES OF PLANTINGS

Late May/early June to early-mid October, based on frost dates for summer installations.
Mid-October/early November to late May/early June for winter installations.

Precise dates of planting and removal will be determined between the vendor and the City. Planting dates must be approved by the City. Vendor may be required to obtain a permit to work in public rights-of-way for plantings and removal. The City has a plant list in the zoning code that may be helpful for plant selection that is available to vendors. Maintenance extension in the fall may be considered dependent on weather and frost.

PART I: PLANTING

PLANTINGS: DOWNTOWN AND SOUTHSIDE:

Vendor provides: Plant materials, plant design and species selection as appropriate for sites, fertilizer as needed upon planting, soil for pots and hanging baskets, and mulch (as needed) for planting sites. All plant trimmings or other debris will be discarded off-site. The City will work with the vendor for an encroachment permit (for the installation of baskets, etc.) and any other needed permits, such as a permit to work in the public right-of-way. The City will bear the cost of the required permits.

1. **Hanging Baskets –58 Total:** Create forty-four (44) hanging baskets for downtown, 22" in width to hang on downtown lampposts. Create fourteen (14) hanging baskets for the Southside, 30" in width.
 - a. The City will provide the baskets and two coco liners per basket for planting. Baskets are of commercial quality and metal with fiber lining. Contractor to purchase and install plastic saucer on top of coco liners to retain water.
 - b. Downtown hanging baskets will be in Heritage Square and hanging on streets near Heritage Square with locations provided by the City.
 - c. Southside hanging baskets will be along South San Francisco Street and anticipated for South Beaver Street with locations provided by the City of Flagstaff.
 - d. Create basket plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect.
 - e. Provide fill, soil, plant material and mulch (if needed); baskets must include a closed-loop hook to attach to brackets securely.
 - f. Precise locations to be provided by the City to the vendor.
 - g. Hang baskets at the beginning of the season and remove at the end of the season with dates confirmed by your city point-of-contact.
 - h. The City will provide storage of hanging basket materials in the off-season. Contractor is responsible for pickup from and return of hanging basket materials to City storage site.

2. **Large Moveable Planter Boxes Downtown on Aspen Avenue:** Provide plantings for four (4) rectangular planters in the downtown area. Planting area of boxes are approximately 36" tall, 60" in length and 42" wide. Boxes will be used to close certain areas during events or to create/beautify outdoor seating areas.
 - a. Create plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect for summer installation. For winter installation, replace plantings with a spruce tree of 4-5' in height and decorative mulch in each box.
 - b. Provide liners and fill, soil, plant material and mulch (if needed).
 - c. The City provides precise locations to the vendor and places the boxes. Boxes are anticipated to be in close proximity to Heritage Square. Boxes may be moved by City.
 - d. The planter boxes will be filled by the City with concrete or other material except for the top 1' of the boxes.
 - e. At end of winter installation, deliver spruce trees to City Public Works.

3. **Wine and Whiskey Barrel Plantings:** Provide plantings for twenty-one (21) wine barrel plantings and one (1) whiskey barrel plantings. Barrels are provided by the City of Flagstaff. Wine barrels are approximately 22" at the top and bottom, 37" tall and 26" wide. Wine barrels are filled with sandbags provided by the City except for the top 1' to be filled with soil for planting. Whiskey barrels are 26" in diameter and 17" tall.

Wine and Whiskey Barrel Plantings:

 - a. Create barrel plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect (*see Image 1, on the next page for an example of a wine barrel planting from 2020*).
 - b. Provide soil, plant material, material to hold soil in place at the top of the wine barrels (such as shade cloth), and mulch and soil for the whiskey barrels.

- i. These barrels already have high-quality soil present from 2020 plantings; supplemental soil is needed to add any additional fill due to settling and soil loss from removal of existing small spruce tree winter plantings.
- ii. Wine barrels also already have cloth material to hold in soil in 15 of the 20 barrels (additional cloth needed for about 5 of the barrels).
- c. The City provides sandbags to weight the barrel and fill it except for the top 1' of the barrel and the City places the barrels prior to planting. The City also stores the barrels in the off-season (if needed).
- d. The City provides precise locations to the vendor.



4. **Aspen Alley Planters (south of Heritage Square):** Provide plantings for three (3) planters each with dimensions of 42" tall, 42" in length and 42" wide.
 - a. Create plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect for summer installation. For winter installation, replace plantings with a spruce tree of 4-5' in height and decorative mulch in each box.
 - b. Provide liners and fill, soil, plant material and mulch (if needed).
 - c. The City provides precise locations to the vendor and places the boxes.
 - d. The planter boxes will be filled by the City with sandbags except for the top 12-18" of the boxes.
 - e. At the end of winter installation, deliver spruce trees to City Public Works.

5. **Heritage Square Permanent Planters:** Add to existing plantings for the large square planter in Heritage Square and the rectangular planters along Aspen Avenue.

Large Planter (planter is about 300 square feet total, with about 50 square feet of space for annual and additional perennial plantings to fill out/supplement plantings provided in 2020 pilot):

- a. Plant Flagstaff-appropriate pollinator and monarch species intermixed with colorful annuals for a full, bright display to fill out existing perennials.
 - b. Provide plants, seeds, supplemental topsoil, and mulch as needed for planting.
 - c. High quality soil is present in the planters; provide additional soil needed to refresh the planters and account for settling or surface disturbance.
 - d. Prepare soil and site for planting.
 - e. Add rocks or other vertical element in the center of the garden to deter seating and walking in the garden and provide visual interest. Remove rock feature at end of summer installation.
 - f. Place perimeter metal fencing provided by the City around the pollinator garden. Remove fencing at end of summer installation.
 - g. A focus on aesthetics as well as function is needed.
 - h. Pull weeds from planters.
- a. **Planters Along Aspen Avenue at Heritage Square:** (about 75 square feet total, about 20 square feet of space for annual plantings to supplement existing annual plantings from 2020 pilot program and earlier): Provide plantings to add to existing plants in the rectangular

planters along Aspen Avenue. These sections were planted with additional perennials in 2020, this is to provide additional annuals and perennials and to the existing plantings. Add colorful annuals and/or perennial or pollinator species to complement existing plantings for a full, bright display.

- b. Provide plants, seeds, supplemental topsoil, and mulch as needed for planting.
 - c. High quality soil is present in the planters; provide additional soil needed to refresh the planters and account for settling or surface disturbance.
 - d. Prepare soil and site for planting.
 - e. A focus on aesthetics as well as function is needed.

 - f. Prune Dogwood trees along Aspen Street and the east planter one time in the Spring. Cut off Oak tree suckers, Mahonia, and Virginia Creeper.

 - g. Pull weeds from planters.
6. **Fourth Street Gateway:** Provide plantings for two (2) planters each with dimensions of approximately 72" tall and 24" wide. Follow all ladder manufacturer's instructions for use of ladder to access pots and use a spotter (second employee) to hold ladder while doing work in pots.
- a. Create plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect for summer installation. For winter installation, replace plantings with a spruce tree of 4-5' in height and decorative mulch in each box.
 - b. Provide liners and fill, soil, plant material and mulch (if needed).
 - c. The City provides precise locations to the vendor and places the boxes.
 - d. The planter boxes will be filled by the City with concrete or other material except for the top 1' of the boxes.
 - e. At end of winter installation, deliver spruce trees to City Public Works.

Image 2: Large Planter at Heritage Square (top) and image 3 and 4: planters along Aspen Avenue. All pictured planters have existing plantings with perennials from 2020 and prior; this is to fill out planters with additional perennials and annuals for a colorful effect.



PART II: MAINTENANCE

PLANT MAINTENANCE, PLANTER MAINTENANCE AND WATERING

1. The table below shows maintenance responsibilities:

Table 1:

Items	Location	Planting	Maintenance/Watering Responsibility
36-44 Hanging Baskets, 22"	Downtown	Vendor to plant and hang (brackets installed by the City)	Vendor
14 Hanging Baskets, 30"	Southside	Vendor to plant and hang (brackets installed by the City)	Vendor
4 Large Moveable Rectangular Planters	Downtown	Vendor (planters provided and placed by the City)	Vendor
1 Whiskey Barrel	Southside	Vendor (barrels provided and placed by the City)	Vendor
21 Wine Barrels	Downtown in Heritage Square	Vendor (barrels provided and placed by the City)	Vendor
3 Aspen Alley Planters	Downtown	Vendor (planters provided and placed by the City)	Vendor
Large Planters in Heritage Square	Heritage Square	Vendor to plant	Vendor
2 Pots at Fourth Street Gateway	Eastside	Vendor to plant	Vendor

2. Vendor shall examine all plantings (including those maintained by the City), on a weekly basis on to identify any problems or potential problems. Written checklist will be provided to City, with date of examination, name of inspector, plantings examined, any concerns, and any actions taken in response to concerns.
3. Vendor shall apply only certified organic herbicides and/or pesticides.
4. Planters and baskets the vendor maintains shall be kept in a healthy, vigorous growing

condition, free from disease and large concentrations of pests.

- 5.** Vendor shall provide water truck for all locations except Heritage Square planters have spigots for water. Vendor may use City Water Services potable or reclaimed water load stations. Hand-watering is critical. Hand-water as needed to maintain plantings in a healthy, stress-free condition. It is Vendor's responsibility to provide water for the plantings they maintain and to ensure that plants receive adequate water regardless of weather conditions.
 - a. Use of reclaimed water is preferred if possible.
- 6.** It is the responsibility of Vendor to conserve water and assure that all watering rules and regulations are followed. Vendor shall pay any penalties, fines, or citations for watering ordinance violations.
- 7.** Vendor shall adjust watering times on a weekly basis to ensure adequate irrigation during the summer installation. For winter installations, Vendor will water weekly (at least once every 7-10 days). Do not over-water plantings. Do not allow run-off from any watering.
- 8.** Dead or missing plants shall be replaced in areas maintained by the vendor; after the thirty (30) day warranty period replacement shall be paid for by the City as additional materials. Plants damaged by hail or extreme heat, or by people shall be replaced by vendor, with City to pay for new plants. If barrels or planter are damaged and need replanting, this planting will also be paid for as additional materials by the City, and new barrels or planters will be provided by the City. Before replacement, vendor shall submit a brief quote for replacement within one (1) week of being alerted to the loss.
- 9.** Vendor shall add additional soil and mulch as needed throughout the growing season. If larger replacements are needed, replacement shall be paid for as additional materials by the city. Before replacement, vendor shall submit a brief quote for replacement.
- 10.** Vendor shall notify City if any planters need to be replaced or repaired.
- 11.** Vendor shall deadhead spent flowers, maintain a fresh and clean appearance of planters, including cleaning them of debris, trash, and foreign materials weekly, including around plants and minor cleaning of the exterior of planters.
- 12.** Vendor shall notify City of any graffiti on planters when it is observed.
- 13.** Vendor shall take all reasonable precautions required to protect landscape areas from equipment damage.
- 14.** Vendor is responsible for removal of hanging baskets and temporary plantings after growing season (mid-October or earlier date approved in writing by City).
- 15.** City will approve use of contingency funds for repair and replacement of planters or materials as a result of hail or extreme heat damage or damage by people. Vendor is responsible for frost damage if vendor does not cover planters where temperatures are expected to dip below 32 degrees Fahrenheit.



W Birch Ave

Juice Pub & Eatery
Health Food

DRAFT
final to be
approved by
parties

Old Town Shops
Shopping mall

Diablo Burger
Hamburger

Downtown Flagstaff
Historic downtown
district organization

Heritage
Square

en Ave

ord Hotel

E Aspen Ave

E Aspen Ave

N San Francisco St

Hotel M
4.1 ★ (11
3-star hot

N Leroux St

SoSoBa
Ramen

N San Francisco St

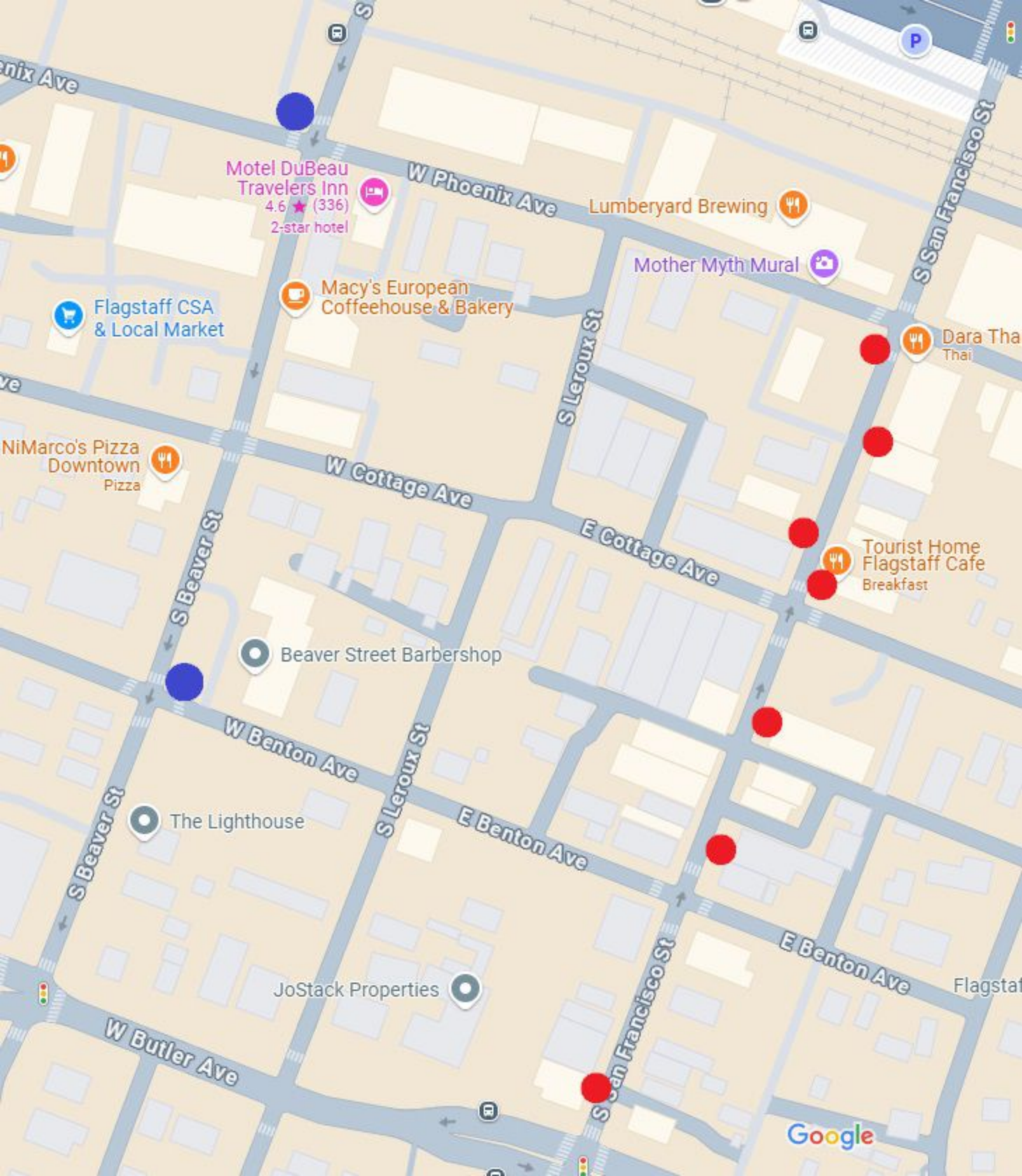
Yucca

Rte 66

Flagstaff Amtrak

MartAnne
Mexican

P



Motel DuBeau
Travelers Inn
4.6 ★ (336)
2-star hotel

Flagstaff CSA
& Local Market

Macy's European
Coffeehouse & Bakery

Lumberyard Brewing

Mother Myth Mural

Dara Thai

NiMarco's Pizza
Downtown
Pizza

W Cottage Ave

E Cottage Ave

Tourist Home
Flagstaff Cafe
Breakfast

S Beaver St

Beaver Street Barbershop

W Benton Ave

S Leroux St

E Benton Ave

The Lighthouse

JoStack Properties

E Benton Ave

Flagsta

W Butler Ave

S San Francisco St

Google

von Chapel



N Fourth St

Walgreens
Drug store



West



n' Run Route 66 Cafe
Sandwich



tor's Auto
ass & Tint

