

CONTRACT FOR PURCHASE OF SERVICES

Contract No. 2026-90

This Contract is entered into this _____ day of _____, 2026 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Bird Eye Consortium Corporation d/b/a Foxglove Gardening, an Arizona Corporation ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide materials and/or services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

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

Flowers Program: Downtown and Southside

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

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor a total amount not to exceed **two hundred thousand dollars and zero cents (\$200,000.00) annually**. The initial contract price is one hundred fifty thousand forty-five dollars and sixty-six cents (\$150,045.66) attached as a part of Exhibit A. Any price adjustments must be approved by mutual written consent of the parties.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. City Representative: The City Representative is Cory Woodall, Collections, Beautification and Public Art Project Administrator, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.
5. City Cooperation: The City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.
6. Contract Term: The Contract term is for a period of one (1) year unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties.
7. Renewal: This Contract may be renewed for up to four (4) 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.
8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

9. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$100,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

INSURANCE

10. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C.

MISCELLANEOUS

11. Notice: Any formal notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Cory Woodall
Collections, Beautification, and Public
Art Project Administrator
City of Flagstaff 211 W. Aspen Ave.
Flagstaff, AZ 86001
cory.woodall@flagstaffaz.gov

To Contractor:
Jason Minshew
PO Box 23877
Flagstaff, AZ 86002
Foxglovegardening@gmail.com

With a Copy To:
Teddy Callan, CPP
Senior Procurement Specialist, City of
Flagstaff
Phone: (928) 666-0578
Teddy.callan@flagstaffaz.gov

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12. Authority: Each party warrants that it has authority to enter this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

SCOPE OF WORK

CONTRACTOR SPECIFICATIONS

1. Contractor shall have a minimum of three (3) years of experience providing Landscaping Services of flowers and native plants in Northern Arizona.
2. Contractor shall provide regular landscaping maintenance (weekly or more frequent as needed) services as outlined herein.
3. Contractor shall also examine plantings on a weekly basis to identify any problems or potential problems.
4. The City of Flagstaff will require a thirty (30) day warranty on plant materials except for the areas maintained by the City, or plantings damaged due to vandalism or inclement weather such as hail.
5. Contractor shall provide, at Contractor'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.
6. Contractor shall take all reasonable precautions required to protect landscape areas from equipment damage.

DATES OF PLANTINGS

Summer plantings in late May/early June to early-mid October 2026, based on frost dates. Winter plantings mid-October/ early November.

Precise dates of planting and removal will be determined between the Contractor and the City. Planting dates must be approved by the City. The City has a plant list in the zoning code that may be helpful for plant selection that is available to Contractors. Maintenance extension in the fall may be considered dependent on weather and frost.

PART I: PLANTING

PLANTINGS: DOWNTOWN AND SOUTHSIDE:

Contractor 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. Plants expected to be full and lush upon installation of baskets, which may require earlier plantings in a greenhouse.

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 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:** 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. 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 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.



Image 1

- 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:** One-time removal in May, 2026 of the existing shrubbery/bushes along the green fence on south and east side planters, to be replaced with lower lying perennial species Add to existing plantings for the large square planter in Heritage Square and the rectangular planters along Aspen Avenue.

Large Planter at Heritage Square entrance (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.

Planters along Aspen Avenue, south side of Heritage Square: (about 75 square feet total): One-time removal in May 2026 of large vegetation along green fence

(shrubbery/bushes), and replace with lower lying perennial species. Provide additional plantings of perennials, colorful annuals and/or pollinator species to complement new (replacement) plantings for a full, bright display.

- a. Remove existing shrubbery/bushes in May 2026.
- b. Fill in removed vegetation with perennial species in May 2026.
- c. Provide plants, seeds, supplemental topsoil, and mulch as needed for planting.
- d. High quality soil is present in the planters; provide additional soil needed to refresh the planters and account for settling or surface disturbance.
- e. Prepare soil and site for planting.
- f. A focus on aesthetics as well as function is needed.
- g. Prune Dogwood trees along Aspen Street and the east planter one time in the Spring. Cut off Oak tree suckers, Mahonia, and Virginia Creeper.
- h. Pull weeds from planters.

Planter on east side of Heritage Square

One-time removal of large vegetation along green fence (shrubbery/bushes). Replace with perennial species that match the south side of Aspen planter.

- a. Fill in removed vegetation with perennial species.
- 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. Pull weeds from planter.

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 2-5: Large Planter at Heritage Square and planters along Aspen Avenue. All pictured planters have existing plantings with perennials from 2020 and prior. Existing large greenery (shrubs) along Aspen and east side planter to be replaced with lower lying perennial plants. Aspen planters to be filled 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
44 Hanging Baskets, 24"	Downtown	Contractor to plant and hang (brackets installed by the City)	Contractor
14 Hanging Baskets, 30"	Southside	Contractor to plant and hang (brackets installed by the City)	Contractor
4 Large Moveable Rectangular Planters	Downtown	Contractor (planters provided and placed by the City)	Contractor
3 Large Planters in Aspen Alley (summer); relocated to Leroux and Birch (winter)	Downtown	Contractor (planters provided and placed by the City)	Contractor
4 Wine Barrels	Southside	Contractor (barrels provided and placed by the City)	Contractor
16 Wine Barrels	Downtown in Heritage Square	Contractor (barrels provided and placed by the City)	Contractor
1 Whiskey Barrel	Southside	Contractor (barrels provided and placed by the City)	Contractor
Large Planters in Heritage Square	Heritage Square	Contractor to plant	Contractor
2 large planters at Fourth Street Gateway	Fourth Street	Contractor (planters provided and placed by the City)	Contractor

2. Vendor shall examine all plantings (including those maintained by the City), on a weekly basis on to identify any problems or potential problems. Vendor will notify City in writing of any concerns and any actions taken in response to concerns.
3. Contractor shall apply only certified organic herbicides and/or pesticides. Contractor will not apply Restricted Use Pesticides as defined by the Arizona Structural Pest Control Commission unless Contractor holds license.
4. Planters and baskets the Contractor 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. 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 excessive 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.



provided by Bird Eye Consortium Corp. dba FOXGLOVE GARDENING

Jason Minshew & Annie Taylor email: foxgloveflagstaff@gmail.com 512-799-6723, Jason's cell
 P.O. Box 23877 Flagstaff, AZ 86002 www.foxglovegardening.com

FLOWERS PROGRAM DOWNTOWN and SOUTHSIDE IFB #2026-90

Planting, Maintenance, Watering, and Frost Protection~ June through October & November through May

~ Hanging Baskets, Barrels, Metal (Rectangular / Moveable) Planters, Heritage Square Planters & Pollinator Garden, and Fourth Street Gateway Pots ~

Part I : PLANTING; Project Prep

Labor & Tasks	Hours	TOTAL Hours
Prep FG space for hanging baskets	8	\$560.00
Pick-up H.B.s, coco liners, fencing, signage from warehouse & return unused liners to warehouse	6	\$420.00
Sort & order (w/ COF & vendor) coco liners to fit H.B.s	6	\$420.00
Return H.B.s, fence, misc. materials to warehouse in Fall	4	\$280.00
Process Spruce Trees after removal from planters & return to COF in the Spring. Materials required: burlap, mulch, pots (included in total)	21	\$1600.00
TOTAL	45	3280.00

TOTAL FOR PORJECT PREP~ Throughout the Year:
\$3,280.00

Part I : PLANTING; Labor & Materials

1-A) Hanging Baskets- 22"

Qty. 44

Downtown

22" Hanging Baskets	COST per Hanging Basket	TOTAL for 36 Hanging Baskets
Plastic Saucer	\$6.25	\$275.00
Potting Soil & Fertilizer	\$46.50	\$2046.00
Plants	\$212.00	\$9328.00
Labor	\$155.00	\$6820.00
TOTAL	\$419.75	\$18,469.00

Part I : PLANTING; Labor & Materials~ cont.

1-B) Hanging Baskets- 30"

Qty. 14

South San Francisco Street

30" Hanging Baskets	COST per Hanging Basket	TOTAL for 14 Hanging Baskets
Plastic Saucer	\$8.25	\$115.50
Potting Soil & Fertilizer	\$77.25	\$1081.50
Plants	\$278.00	\$3892.00
Labor	\$170.00	\$2380.00
TOTAL	\$533.50	\$7,469.00

**TOTAL FOR ALL HANGING BASKETS~ June through October:
\$25,938.00**

2) Large Moveable Planter Boxes

Qty. 4

Downtown

Large Moveable Planter Boxes	COST per Planter Box	TOTAL for 4 Planter Boxes
Potting Soil to top off each box	\$65.00	\$260.00
Plants- Spring and Fall Color	\$750.00	\$3000.00
Labor to remove Spruce, install soil & summer plants, mulch, water in, clean-up	\$433.00	\$1732.00
Plants- Winter (4'-5') Spruce Trees	\$345.00	\$1380.00
Labor to remove Summer flowers, adjust soil, plant Spruces, mulch, water in, clean-up	\$396.00	\$1584.00
Decorative Mulch	\$30.00	\$120.00
TOTAL	\$2,019.00	\$8,076.00

**TOTAL FOR ALL LARGE MOVEABLE PLANTER BOXES~ June through October & November through May:
\$8,076.00**

Part I : PLANTING; Labor & Materials~ cont.

3) Wine Barrels (21) & Whiskey Barrels (1)

Qty. 22

Downtown & South Beaver Street

Wine & Whiskey Barrell Plantings	COST per Barrel	TOTAL for 22 Barrels
Top off Potting Soil for Summer & Fall Plants	\$40.00	\$880
Plants- Spring through Fall color	\$185.00	\$4070.00
Labor to remove Spruce & plant Summer plants	\$170.00	\$3740.00
sub-total for Spring and Fall Color x 22	\$395.00	\$8,690.00
3' to 4' Spruce Trees x 22	\$275.00	\$6050.00
Labor to remove Summer plants & plant Spruce	\$150.00	\$3300.00
sub-total for Winter Planting x 22	\$425.00	\$9350.00

TOTAL FOR ALL WINE & WHISKEY BARRELS~ June through October & November through May: \$18,040.00

4) Aspen Alley Planters (3)

Qty. 3

Downtown; Aspen Alley

Medium Size Planter Boxes	COST per Planter Box	TOTAL for 3 Planters
Top off potting soil for Spring/Summer	\$81.00	\$243.00
Plants, Spring thru Fall color	\$360.00	\$1080.00
Labor to remove Spruce & plant Summer plants	\$258.00	\$774.00
sub-total for Spring and Fall Color x 3	\$699.00	\$2097.00
Top off Potting Soil for Winter Trees x 3	\$52.00	\$156.00
Change out Plants- Summer flowers out, Spruce in x 3	\$258.00	\$774.00
Winter Spruce Trees 4'-5'	\$335.00	\$1005.00
sub-total for Winter Aspen Alley Planters x 3	\$645.00	\$1,935.00

TOTAL FOR ASPEN ALLEY PLANTER BOXES~ June through Oct. & Nov. through May: \$4,032.00

Part I : PLANTING; Labor & Materials~ cont.

5) Heritage Square Permanent Planters along Aspen Ave., including Pollinator Garden Downtown

Heritage Square Permanent Stone Planters	TOTAL for all the Stone Planters
Deliver and create stone planters; deliver and create stone feature, install wire fence. Maintain both through season and remove in the Fall.	\$2575.00
Add native flowers, pollinator attractors for interest and diversity. Add annuals for fullness & season long color.	
Pollinator Garden Plants	\$299.00
Labor to Plant	\$285.00
Long planter along Aspen Ave. (South bed) including Oak garden.	
Long planter and Oak garden Plants	\$475.00
Labor to Plant	\$415.00
Replacements from vandalism (people sleeping in beds, dogs scratching, etc.)- 10% of materials and labor	\$89.00
Long planter along East side of Heritage Square	
East side of Heritage Square Plants	\$475.00
Labor to Plant	\$415.00
Replacements from vandalism (people sleeping in beds, dogs scratching, etc.)- 10% of materials and labor	\$89.00
TOTAL	\$5117.00

**TOTAL FOR ALL HERITAGE SQUARE PERMANENT PLANTERS~ June through October:
\$5,117.00**

Part I : PLANTING~ Labor and Materials~ cont.

6) Gateway Pots

Qty. 2

Fourth Street

Fourth Street Gateway Pots	COST per Pot	TOTAL for 2 Pots
Top off Soil in Spring	\$62.00	\$124.00
Plants- Spring through Fall Color	\$435.00	\$870.00
Labor to remove Spruces, add soil, & plant Summer plants	\$405.00	\$810.00
Top off soil for Winter planting	\$62.00	\$124.00
Plants- 4'-5' Winter Spruces	\$335.00	\$670.00
Labor to Plant on ladder	\$405.00	\$810.00
	\$1,704.00	\$3,408.00

**TOTAL FOR 2 GATEWAY POTS~ June through October & November through May:
\$3,408.00**

PART II: CARE throughout the Year

1. WATERING

1-A) Downtown, Southside, and Fourth Street

WATERING- SPRING through FALL, 3 times a week	Visits per Week/ per Month	Total per Month	TOTAL for the YEAR
58 Hanging Baskets <small>*increased qty. of 8 from 2025</small> 4 Moveable Planters 3 Aspen Alley Planters 21 Wine Barrels 1 Whiskey Barrel Heritage Stone Planters <small>*1 new and 1 with changed water requirements from 2025 proposal</small> 2 Gateway Pots	7.25 hours/ trip x 3 times a week = 21.75 hours a week	4.3 weeks per month = 93.53 hours/month = \$6,546.75	June through October/ 5 months
TOTAL			\$32,733.75

TOTAL FOR WATERING ALL THE PLANTS~ June through October:
\$32,733.75

**1-B) WATERING~ Winter (November through May)
 Downtown, Southside, and Fourth Street**

WATERING- WINTER, every other week	Visits per Week/ per Month	Total per Month	TOTAL for the YEAR
Set-up (pump), water: Downtown, Southside, 4th St., re-winterize tank & pump	3.5 hours/ trip	2.15 visits per month = \$526.75.00/month	November - May/ 7 months
TOTAL			\$3,687.25

TOTAL FOR WATERING ALL THE PLANTS~ November through May:
\$3,687.25

TOTAL FOR WATERING ALL THE PLANTS~ June through October & November through May:
\$36,421.00

PART II: CARE throughout the Year~ cont.

2. MAINTENANCE

2-A) MAINTAINING PLANTS~ June through October

**Regular, consistent fertilizing, grooming, and deadheading.

MAINTENANCE- June through October	Visits per Week/ per Month	Total per Month	TOTAL for the YEAR
58 Hanging Baskets 4 Moveable Planters 3 Aspen Alley Planters 21 Wine Barrels 1 Whiskey Barrel Heritage Stone Planters 2 Gateway Pots	15 hours / a week	4.3 weeks/ month = 64.50 = \$4515.00/ month	June through October/ 5 months
TOTAL			\$22,575.00

TOTAL FOR MAINTENANCE ALL THE PLANTS~ June through October
\$22,575.00

2-B) MAINTAINING PLANTS~ November through May
Downtown, Southside, and Fourth Street

MAINTENANCE- WINTER through SPRING (November - May)	Visits per Week/ per Month	Total per Month	TOTAL for the YEAR
For Winter months we will water once week and remove trash, broken branches or ends & check on plants.	1.75 hours x 1 visit every other week	2.15 weeks/ month = \$263.38/month	November - May/ 7 months
TOTAL			\$1,843.66

TOTAL FOR MAINTENANCE ALL THE PLANTS~ November through May
\$1,843.66

TOTAL FOR MAINTENANCE ALL THE PLANTS~ June through October & November through May:
\$24,418.66

PART III: INSTALLATION & REMOVAL of HANGING BASKETS

1: Installation (June) and Removal (October) of Hanging Baskets (with ladders) Downtown and Southside

INSTALLATION & REMOVAL			TOTAL COST
Install/ Hang-up 22" Hanging Baskets x 44	2 crew for 30 minutes per pair at each post	22 hours	
Install/ Hang-up 30" Hanging Baskets x 14	3 men for 40 minutes per pair at each post	18 hours	
TOTAL for Installation of 58 Hanging Baskets		40 hours	\$2800.00
Removal of 22" Hanging Baskets x 44	2 crew for 30 minutes per pair at each post	15 hours	
Removal of 30" Hanging Baskets x 14	3 men for 30 minutes per pair at each post	15 hours	
TOTAL for REMOVAL of 58 Hanging Baskets		30 hours	\$2,100.00

**TOTAL FOR INSTALLATION in JUNE & REMOVAL in OCTOBER OF ALL HANGING BASKETS:
\$4,900.00**

PART IV: PLANTERS ALONG ASPEN AVE., SOUTHSIDE OF HERITAGE SQUARE
(about 75 square feet total) & EAST SIDE of HERITAGE SQUARE

1: One time removal in May 2026 of large vegetation along green fence (shrubbery & bushes) and replace with lower lying perennial species. Provide additional plantings and perennials, colorful annuals and/or pollinator species to complement new (replacement) plantings for full, bright display. *This is one time fee for 2026.

Description	Hours	TOTAL COST
A. Prep- remove mulch and existing Perennials	2 hours	\$140.00
B. Remove Dogwood Shrubs; Eastside planters (10) Southside planters (14)~ 3 shrubs per hour + 2 hours clean-up/ load	10 hours	\$700.00
Haul-off & Disposal		\$200.00
C-1. Soil Prep; Materials		
Eastside Planters 19'x3' and 14'x3' = 99 square feet, add 4"-5" of garden soil to raise soil level in planter 99'x5" = 495/324 = 1.5 cubic yards x \$90.00/yard		\$135.00
Southside Planters = 28' x 3' and 19' x 3' = 141 square feet. Soil level is fine in these beds, add compost to amend; 141' x 1.5" compost = 211.5 / 324 = .65 buy 1 yard minimum		\$125.00
Deliver Soil & Compost		\$150.00
C-2. Soil Prep; Labor		
Install garden soil and compost, mix in, clean-up	5 hours	\$350.00
D. Plant mix of Native and well adapted Perennials and colorful Annuals		
Plants for East planters~ 65 plants	65 plants	\$1200.00
Labor to plant	15 hours	\$1050.00
Plants for South planters~ 90 plants	90 plants	\$1680.00
Labor to plant	21 hours	\$1470.00
NOTE More plants (taken into consideration when making this proposal) in Part II, Section F add to these plants and labor-annual, seasonal change-outs & replacements		
Mulch- 1 cubic yard		\$90.00
Labor to spread	2.5 hours	\$175.00
TOTAL to remove shrubs, prep soil, plant new flower gardens, mulch, and clean-up		\$7465.00

PART V: CONTINGENCY

1: Installation (June) and Removal (October) of Frost Covers aka Season Extenders Downtown and Southside

**These coverings help protect plants from light frost that may occur in the late Spring or early Fall when temperatures drop between about 30* - 26*. 25* and below is a hard freeze and warm season annuals season is then over. Once the Frost Covers are on we keep them on until the temperatures rise to a safe level for the plants.

INSTALLATION & REMOVAL of Frost Covers aka Season Extenders		TOTAL COST
Cover Hanging Baskets and Planters with Frost Covers once	20 hours	
Remove Frost Covers from Planters and Hanging Baskets	15 hours	
TOTAL for protecting Hanging Baskets and Planters from a frost	35 hours	\$2,450.00
Cost to cover one time in the Spring and one time in the Fall	2 times a year	\$4,900.00

TOTAL FOR INSTALLATION & REMOVAL OF FROST COVERS, two times (hypothetically once in the Spring and once in the Fall):
\$4,900.00

**Note... if this is not required you will not be charged for this service.

2: Repairs and Replacement(s) of Plants, Soil, Containers (Hanging Baskets) due to Minor Acts of Vandalism. This also covers unanticipated cost increases for materials Foxglove has to purchase for the project.

TOTAL:
\$4,050.00

TOTAL FOR CONTINGENCY:
\$8,950.00

COST SUMMARY
TOTAL FOR PART I through PART V

- * Preparation of Job at Start and end of Season
- * Planting; Labor and Materials including change outs for Fall Color & Winter Spruce Trees
- * Care; Maintenance & Watering; throughout the year
- * Installation and Removal of Hanging Baskets
- * One time removal of large vegetation in Aspen planters & Heritage Square East Planters
- * **CONTINGENCY- Frost Protection, Minor Acts of Vandalism (Repair & Replace), Material Cost Increases**

Summer - Fall: June through October
 Winter - Spring: November through May

Downtown, Heritage Square, Southside, and Fourth Street

SECTION TOTALS

Prep; prep for project	\$ 3,280.00
Part I; prep & planting	\$64,611.00
Part II; care; watering & maintenance	\$60,839.66
Part III; installation & removal	\$ 4,900.00
Part IV; one time removal of plants~ Heritage Square planters	\$ 7,465.00

TOTAL **\$141,095.66**

\$141,095.66
 + \$ 8,950.00 < PART V; CONTINGENCY >

\$150,045.66

Bird Eye Consortium Corp. dba Foxglove Gardening is licensed, bonded, carries Workman's Comp. Insurance, and general liability insurance.

AZ ROC CR 21#313509

We are not financially responsible for repairs due to acts of nature, disease, vandalism, reckless traffic, or other actions beyond our control.

Contact:
 Bird Eye Consortium Corp.
 dba Foxglove Gardening
 P.O. Box 23877
 Flagstaff, AZ 86002
 928-527-0532 office
 512-799-6723 Jason Minshew's cell phone
 512-619-6146 Annie Taylor's cell phone
 www: foxglovegardening.info & email: foxgloveflagstaff@gmail.com



**CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS**

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

PAYMENT

6. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped, or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
7. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
8. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

9. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

10. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
11. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
12. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
13. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

14. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

INSPECTION, RECORDS, ADMINISTRATION

15. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
16. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
17. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

CONTRACT CHANGES

18. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
19. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
20. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
21. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

22. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
23. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
24. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

25. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
26. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
27. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
28. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B

of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

29. **TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
30. **CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
31. **CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
32. **SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
33. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
34. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
35. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
36. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
37. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to

give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

- 38. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 39. INSURANCE:** Contractor shall maintain workers' compensation insurance.
- 40. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
- 41. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
- 42. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 43. GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 44. FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 45. ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 46. FORCE MAJUERE:** There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

EXHIBIT C

INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate		\$2,000,000
Products/Completed	Operations	\$1,000,000
Each Occurrence		\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability –
Any Automobile or Owned, Hired
and Non-owned Vehicles
Combined Single Limit Per Accident
for Bodily Injury & Property Damage \$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
 - b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
 - c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
 - d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:
- Attention: Teddy Callan, CPP
Senior Procurement Specialist, City of Flagstaff
Phone: (928) 666-0578
Teddy.callan@flagstaffaz.gov
7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A- : VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of

insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.