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SCANNED

CONTRACT AMENDMENT
for
AIRFIELD GROUNDS MAINTENANCE SERVICES

Blanket Purchase Order Number – BP340044

THIS CONTRACT AMENDMENT is entered into this 1st day of January, 2019, by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "CITY", and **FAB MOWING**, 8231 West 55th Street South, Clearwater, Kansas, 67026 (Vendor Number 811527-002), hereinafter called "**CONTRACTOR**".

WITNESSETH THAT:

WHEREAS, on the 16th of April, 2013, the above-named parties entered into a contract for **Grounds Maintenance Services (Airfield)** with the **City of Wichita**, as per the proposal FP340004, and specifications of February 6, 2013; and

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 16th day of April, 2013, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and changes:

Price Increase Effective January 1, 2019:

Providing grounds maintenance services on Mid-Continent Airport Airfield -
Mowing - Not to Exceed \$17.50 per Acre per Mowing
Fertilizer application services - Not to Exceed \$7.50 per Acre
Broadleaf Herbicide application services - Not to Exceed \$7.50 per Acre
Contractor to provide seeding services - Not to Exceed \$90.00 per Acre

Extension of Contract Term:

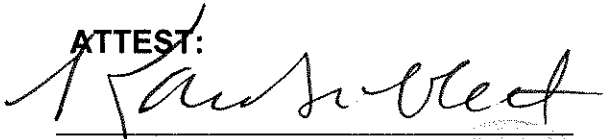
The extension of this contract shall be effective from January 1, 2019 through December 31, 2021, with an option to renew under the same terms and conditions for two (2) additional one (1) year terms by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:




~~Jamie Buster~~
Deputy City Clerk



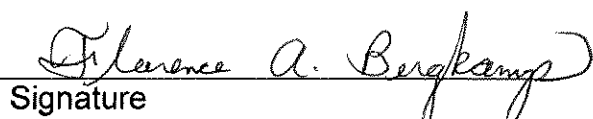
THE CITY OF WICHITA


for Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:


Jennifer Magana
City Attorney and Director of Law

FAB MOWING


Signature

Florence A. Bergkamp
Print Signature Name

owner
Title (Owner or Sole Proprietor)

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

316 268-4656



Florence A. Bergkamp
8231 West 55th Street S.
Clearwater, KS 67026

November 5, 2021
Contract 13340044

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated April 16, 2013, with your company Florence A. Bergkamp (a/k/a Fab Mowing) to provide **Airfield Grounds Maintenance Services** (solicitation number - PP640087) for the Wichita Airport Authority, Operations Division of the City of Wichita. This is to be per your proposal and the specifications of December 21, 2018.

The renewal of this contract and its amendment dated January 1, 2019 shall be for a one (1) year period, from **January 1, 2022 through December 31, 2022**, with an option to renew under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office. The City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as the Certificate Holder and named as an Additional Insured.

If you are in full agreement with the renewal of this contract, please have the owner or sole proprietor of your company return a signed copy of this letter to our Purchasing Office with a current insurance certificate. A second copy of this letter should be retained for your own files.

Sincerely,

Melinda A. Walker
Melinda A. Walker
for Purchasing Manager

MAW/JB1k

FLORENCE A. BERGKAMP

Florence A. Bergkamp
Signature

Florence Bergkamp
Print Name

owner
Title (Owner or Sole Proprietor)

(*316*) *522-6270*
Telephone Number
Mark (316) 393-0445