



February 28, 2007

Fuller Landscaping, LLC  
Attn: Brian K. Fuller  
4836 Kiva Drive  
Laporte, Colorado 80535

Re: Renewal, 5903 Weed Cutting and Rubbish Removal

Dear Mr. Fuller:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions with the addition of Section 19 outlined below:

Pricing:

Equipment	Year	Model	HP	Width	\$/Hr.
Kubota	1999	L4200	43	6'	\$46.26
Rhino	1999	SE6	n/a	6'	\$15.00
1 Ton Pump	1993	F350	n/a	5cy	\$61.26
Stihl	2003	FS85	25cc	18"	\$35.73
Walker	2002	Ghs	20	42"/54"	\$45.94
Troybilt	1999	34073	8.5	36"	\$40.84

Combined minimum price for tractor and mower: \$61.26 per hour

**Section 19**

Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor represents and agrees that:

A. As of the date of this Agreement:

1. Contractor does not knowingly employ or contract with an illegal alien; and
2. Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress,

as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to verify that Contractor does not employ any illegal aliens.

- B. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.
- D. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
  - 1. Notify such subcontractor and the City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
- G. If Contractor violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.
- H. The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach.

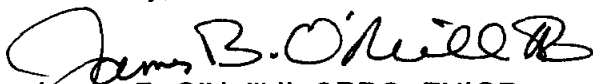
The term will be extended for one (1) additional year, May 1, 2007 through April 30, 2008.

If the renewal is acceptable to your firm, please sign this letter in the space provided and return it to the City of Fort Collins, Purchasing Division, P. O. Box 580, Fort Collins, CO 80522, within the next fifteen days.

If this extension is not agreeable with your firm, we ask that you send us a written notice stating that you do not wish to renew the contract and state the reason for non-renewal.

Please contact John D. Stephen CPPO, CPPB, Senior Buyer, at (970) 221-6777 if you have questions.

Sincerely,



James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

Birk Fulton (owner)  
Signature

3-3-07  
Date

(Please indicate your desire to renew P5903 by signing this letter and returning it to Purchasing Division within the next fifteen days.)

JBO:nkw

PURCHASING DEPT

JOHN STEPHANS

AUG 08 2006

RECEIVED

I WOULD LIKE TO APPLY FOR THE  
DENVER-BOULDER CPIU INCREASE  
ON MY WEED & RUBBISH CONTRACT.

REASON - COST OF FUEL RISING.  
- OVERHEAD COSTS, SUCH AS  
INSURANCES, + WORKMANS COMP.

Brian K Fuller  
BRIAN K FULLER (OWNER)  
8-9-06

8-15-06

Denied - In middle of  
contract. NO other contractors  
have requested. 