



Administrative Services  
Purchasing Division

JUL 31 2007

RECEIVED

May 21, 2007

Korby Landscape, LLC  
Attn: Steve L. Korby  
3201 East Mulberry, Unit S  
Fort Collins, CO 80524

RE: Renewal, Bid 5924 Small Landscape & Irrigation Annual

Dear Mr. Korby:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:

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, August 1, 2007 through July 31, 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 any questions regarding this matter.

Sincerely,

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

Steve Foley  
 Signature

5/31/07  
 Date

(Please indicate your desire to renew 5924 by signing this letter and returning it to Purchasing Division within the next fifteen days.)

JBO:mar



May 31, 2007

John D. Stephen, CPPO, CPPB  
City of Ft. Collins  
215 North Mason Street 2nd Floor  
P.O. Box 580  
Fr. Collins, CO 80522-0508

Dear John:

I am attaching our signed Annual Renewal Bid 5924 for Small Landscape and Irrigation.

We are asking for a cost of living increase to cover the rising costs of fuel, labor and goods.

If you have questions, please feel free to call.

Sincerely,

Steve L. Korby  
Manager

396

SLK/pr

Enclosure: Bid 5924 Renewal

Landscape Materials - Description	Unit	3% increase
Soil Prep/Fine Grade	SF	\$ .14
Top Soil - 6"	SF	\$ 61.80
Fabric Underlayment	SF	\$ .15
Wood mulch - 3"	SF	\$ .36
Turf Sod, Bluegrass	SF	\$ .30
Turf Sod, Fescue	SF	\$ .36
Turf Sod, Buffalo Grass	SF	\$ 1.24
Turf Seed	SF	\$ .07
Steel Edging	LF	\$ 1.55
Landscape Gravel (1" - 1-1/2")	Ton	\$ 25.75
Landscaping Large Boulder (Desert Hue Granite, 1-ton)	Each	\$ 149.35

Scientific Name	Common Name	Spacing	Size	
<i>Crataegus rivularis</i>	River Hawthorne	Loose clusters	5 gal	\$ 74.16
<i>Cercocarpus montanus</i>	Mountain Mahogany	4-6'	5 gal	\$ 38.11
<i>Rhus trilobata</i>	Smooth Sumac	5-10'	5 gal	\$ 29.67
<i>Cornus stolonifera</i>	Redtwig Dogwood	10-15'	5 gal	\$ 27.81
<i>Prunus virginiana</i>	Green Chokecherry	10-15'	5 gal	\$ 30.90
<i>Shepherdia argentea</i>	Silver Buffaloberry	7-15'	5 gal	\$ 29.87
<i>Prunus Americana</i>	American Plum	5'	5 gal	\$ 32.96
<i>Amelanchier alnifolia</i>	Saskatoon Serviceberry	10-15'	5 gal	\$ 32.96
<i>Sambucus caerulea</i>	Blueberry Elder	5-8'	5 gal	\$ 26.84
<i>Forestiera neomexicana</i>	New Mexico Privet	7-15'	5 gal	\$ 33.99
<i>Acer Grandidentatum</i>	Wasatch Maple	8-10'	5 gal	\$ 156.56
<i>Populus angustifolia</i>	Narrowleaf Cottonwood	As staked	2"	\$265.44
<i>Pinus ponderosa</i>	Ponderosa Pine	As staked	5'	\$234.84
<i>Picea pungens</i>	Blue Spruce	As staked	5'	\$232.78
<i>Juniperus scopulorum 'Cologreen'</i>	Cologreen Juniper	As staked	4'	\$174.07
<i>Salix niobe</i>	Niobe Willow	As staked	2"	\$266.77
<i>Pinus edulis</i>	Pinion Pine	As staked	5'	\$249.26
<i>Populus sargentii</i>	Plains Cottonwood	As staked	2"	\$249.26
<i>Quercus macrocarpa</i>	Burr Oak	As staked	2"	\$312.09
<i>Fraxinus pennsylvanica</i>	Green Ash	As staked	2"	\$260.59
<i>Celtis occidentalis</i>	Hackberry	As staked	2"	\$260.59
<i>Populus acuminata</i>	Lanceleaf Cottonwood	As staked	2"	\$260.29
<i>Tilia cordata 'Greenspire'</i>	Greenspire Linden	As staked	2"	\$283.25
<i>Tilia americana</i>	American Linden	As staked	2"	\$283.25
<i>Quercus muehlenbergii</i>	Chinkapin Oak	As staked	2"	\$312.09
<i>Gleditsia triacanthos</i>	Honeylocust	As staked	2"	\$271.92
<i>Pinus nigra</i>	Austrian Pine	As staked	5'	\$271.92

<b>Irrigation Parts - Description</b>	<b>Unit</b>	
Mainline Pipe, 1-1/2" Class 200 PVC	LF	\$ 1.29
Lateral Pipe, 1" Class 200 PVC	LF	\$ 1.03
Isolation Gate Valve, Red & White, 267 (1-1/2")	Each	\$ 51.50
Quick Coupling Valve Assy, Rainbird 5LRC	Each	\$ 77.25
4" Popup Rotor Sprinklers, Hunter PGM-06-A-V	Each	\$ 32.96
4" Popup Strip Spray Sprinklers, Rainbird 1804-PRS-15EST	Each	\$ 24.72
4" Popup Spray Sprinklers, Rainbird 1804-PRS-10H (Q)	Each	\$ 24.72
Remote Control Valve Assy, Rainbird 100-PEB-PRS-B	Each	\$ 172.01
Irrigation Controller, Irritrol MC-24-B	Each	\$ 912.58
1" Backflow Prevention Device, FEBCO 825YA	Each	\$ 258.53
Valve Box with Cover, Carson 1419-13	Each	\$ 138.02
Valve Box with Cover, Carson 910-12	Each	\$ 36.05
Electric Control Wiring, #14 solid copper direct burial UF or PE cable, UL Approved, 5-wire, with consistent color scheme	LF	\$ 0.21
Labor charges for landscape	HR	\$ 36.05
Labor charges for irrigation	HR	\$ 36.05
Mobilization charges, as a percentage of project cost 10%		
<b>Equipment Description or Labor Operation</b>		
Truck Hauling	HR	\$ 61.80
Tractor	HR	\$ 51.50
Large Trencher	HR	\$ 66.95
Small Trencher	HR	\$ 51.50
Watering	HR	\$ 51.50



**TO:** John Stephens  
**COMPANY:** City of Ft. Collins  
**FROM:** Steve L. Korby  
**DATE:** August 3, 2007  
**Fax:** 221-6707  
**Subject:** Attached

The line item for Mobilization charges was left off of page 2 on the attached sheets. Would you add it before I sign and return the Renewal?

Thanks.

Steve

No. of pages: 3