



Administrative Services

Purchasing Division

FEB 03 2009

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January 20, 2009

McEvoy and Sons, Inc.  
35703 West CR 25  
Eaton, CO

RE: Renewal, 5964 Hauling

Dear Mr. McEvoy:

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:

Any person (contractor) who operates a commercial motor vehicle, as defined in §382.107, in intrastate or interstate commerce and is subject to the commercial driver's license requirement of 49 CFR part 383 must be included in an alcohol and controlled substances testing program under the Federal Highway Administration's rule. **Documentation of proof must be submitted with this renewal prior to performing work for the City of Fort Collins.**

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 confirm the employment eligibility of all newly hired employees.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts 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

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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, March 30, 2009 through March 31, 2010. If the renewal is acceptable to your firm, please sign this letter in the space provided **include a current copy of insurance naming the City as an additional insured** and return all documents 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

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Signature Date 1/28/09

(Please indicate your desire to renew 5964 by signing this letter and returning it to Purchasing Division within the next fifteen days.)

JBO:mar

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