

AMENDMENT TO CONTRACT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF SWIMMING POOL GRADE DIATOMACEOUS EARTH  
QUOTE NO. 4351  
SECOND RENEWAL

This Amendment is hereby entered into by and between Leslie's Swimming Pool Supplies, 3925 E. Broadway Road, Suite 100, Phoenix, AZ 85040-2976 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated February 22, 2013, under D. O. No. 08817, (the "Contract"), for the **Annual Supply of Swimming Pool Grade Diatomaceous Earth, Quote No. 4351**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 22, 2013 through February 21, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D. O. No. 10667 on February 7, 2014, to renew the Contract for an additional one (1) year term from February 22, 2014 through February 21, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning February 22, 2015 through February 21, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Contract shall be from February 22, 2015 through February 21, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

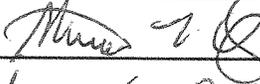
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 19 day  
of February, 2015  
Cym Johnson  
Parks & Recreation Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Leslie's Poolmart, Inc.
By: (Please Sign)	
By: (Please Print)	Steven L. Ortega
Title: (Please Print)	EVP/COO/CFO
Company Address: (Please Print)	2005 E Indian School Rd. Phoenix, AZ 85016
Company Phone & Fax: (Please Print))	602-366-3848 / 602-366-3939
E-Mail Address: (Please Print)	government@lesl.com
Date: (Please Print)	2/17/15
Contact Person For: "Orders or Service" (Please Print)	Aaron Sears
Phone Number:	602-366-3848

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS OF SWIMMING POOL GRADE DIATOMACEOUS EARTH  
QUOTE NO. 4351  
FIRST RENEWAL**

This Amendment is hereby entered into on this 7<sup>th</sup> day of February, 2014 by and between Leslie's Swimming Pool Supplies, 3925 E Broadway Road, Suite 100, Phoenix, AZ 85040-2976 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated February 22, 2013, under D. O. No. 08817, (the "Agreement"), for **The Annual Requirements of Swimming Pool Grade Diatomaceous Earth, Quote No. 4351**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is February 22, 2013 through February 21, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning February 22, 2014 through February 21, 2015; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from February 22, 2014 through February 21, 2015.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

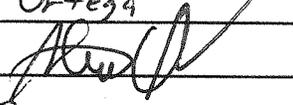
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>3</u> day
of <u>February</u> 2014
 _____ Parks & Recreation Director

**Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.**

<b>Company Name: (PLEASE PRINT)</b>	<u>Leslie's Poolmart, Inc.</u>
<b>By: (PLEASE PRINT)</b>	<u>Steven C. Ortega</u>
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	<u>EVP / CFO</u>
<b>Company Address: (PLEASE PRINT)</b>	<u>3925 E. Broadway Rd. #100 Phoenix, AZ 85040</u>
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	<u>602-366-3848 / 602-366-3939 Fax</u>
<b>E-Mail Address: (PLEASE PRINT)</b>	<u>government@lest.com</u>
<b>Date:</b>	<u>1/22/14</u>

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
OF  
SWIMMING POOL GRADE DIATOMACEOUS EARTH  
QUOTE NO. 4351**

**Leslie's Swimming Pool Supplies  
3925 E Broadway Road, Suite 100  
Phoenix, AZ 85040-2976  
800.233.8063 x 3848**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between **Leslie's Swimming Pool Supplies, 3925 E Broadway Road Suite 100, Phoenix, AZ 85040-2976**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Supply of Swimming Pool Supplies, Quote No. 4351 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal.**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Response
  3. Addendum No. 1
  4. Special Provisions
  5. Instructions to Bidders
  6. Insurance Requirements
  7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:  
*Janet R. [Signature]*  
City Clerk



CITY OF LINCOLN, NEBRASKA  
*Ann Johnson*  
Parks Director

Approved by Directorial Order 08817  
dated 2/13/13 February 22, 2013

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:  
*Dorothy M. Armour* (SEAL)  
Secretary

*Leslie's Poolmart, Inc.*  
Name of Corporation  
*3925 E. Broadway Rd #100 Phoenix, AZ 85046*  
(Address)

By: *[Signature]*  
Duty Authorized Official  
*EUP/CFO*  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

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## Bid Information

Bid Creator Shelly Hinze, Buyer  
 Email rhinze@lincoln.ne.gov  
 Phone 1 (402) 441-8313  
 Fax 1 (402) 441-6513  
  
 Bid Number 4351 Addendum 1  
 Title Annual Supply of Swimming  
 Pool Grade Diatomaceous  
 Earth  
 Bid Type Quote  
 Issue Date 01/15/2013  
 Close Date 1/22/2013 2:00:00 PM CST  
 Need by Date

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## Contact Information

Address Purchasing  
 440 S. 8th St.  
 Lincoln, NE 68516  
 Contact Shelly Hinze, Buyer  
 Purchasing  
 Department  
 Building  
 Suite 200  
 Floor/Room  
 Telephone 1 (402) 441-8313  
 Fax 1 (402) 441-6513  
 Email rhinze@lincoln.ne.gov

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## Ship to Information

Address Parks Maintenance  
 Shop  
 240 S. 21st Street  
 Lincoln, NE 68510  
 Contact Terry Fangman  
  
 Department  
 Building  
  
 Floor/Room  
 Telephone  
 Fax  
 Email

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## Supplier Information

Company Leslie's Swimming Pool Supplies  
 Address 3925 E Broadway Road Suite 100  
  
 Phonenix, AZ 85040-2976  
 Contact Government  
 Department  
 Building  
 Floor/Room  
 Telephone 800 (233) 8063 3848  
 Fax 602 (366) 3939  
 Email government@lesl.com  
 Submitted 1/21/2013 7:06:52 PM CST  
 Total \$4,843.80

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Activities \_\_\_\_\_

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. .  ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO  (b) Are your bid prices subject to escalation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	Yes
6	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
7	Delivery	State number of delivery days ARO.  FOB to the City/County at the location specified with all transportation charges paid.	7 - 10
8	Product	Product Name:	LPM
9	Contact	Name of person submitting this bid:	Aaron Sears
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: See Bid Attachments section for Addendum information.	Yes

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Line Items

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#	Qty	UOM	Description	Response
1	270	50 lb. bag	Swimming Pool Grade Diatomaceous Earth	\$17.94

Item Notes: 1-2 Pallets are ordered a one time. Loading dock and pallet jack will be provided.

Supplier Notes: Unit price is for two (2) 25# bags of DE. We don't sell them in 50# bags.

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Response Total: \$4,843.80

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**Addendum #1  
for  
Annual Supply of Diatomaceous Earth - Quote 4351**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Bid tabulation of the previous bid.

<b>Bid Request Number</b>	2936	<b>Organization</b>	Lincoln Purchasing
<b>Title</b>	Annual Supply of Swimming Pool Grade Diatomaceous Earth	<b>Bid Creator</b>	Shelly Hinze, Buyer
<b>Description</b>		<b>Email</b>	
<b>Bid Type</b>	Quote	<b>Phone</b>	1 (402) 441- 8313
<b>Issue Date</b>	3/17/2010 9:26:04 AM Central	<b>Fax</b>	1 (402) 441- 6513
<b>Close Date</b>	3/22/2010 2:00:00 PM Central		

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Halogen Supply Company	chicago	IL	3/17/2010 4:34:00 PM CST	1	\$16.95
Hawkins Water Treatment Group	Minneapolis	MN	3/17/2010 10:31:55 AM CST	1	\$18.75
Pool & Electrical Products, Inc.	Ontario	CA	3/19/2010 4:05:45 PM CST	1	\$19.15
ACCO Unlimited Corporation	Des Moines	IA	3/20/2010 3:03:16 PM CST	1	\$21.75

All other terms and conditions shall remain unchanged.

Dated this 18th day of January, 2013.

Shelly Hinze, Buyer