

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
CLEANING SERVICES - STARTRAN FACILITIES
BID NO. 11-141
FIRST RENEWAL**

This Amendment is hereby entered into on this 8th day of July, 2013, by and between **X-Tra Kleen Inc., 238 S. 19th St., Lincoln, NE 68510** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated August 15, 2011, under Resolution No. A-86453, (the "Contract"), for **Cleaning Services - StarTran Facilities, Bid No. 11-141**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is August 15, 2011 through August 14, 2013, with the option to renew for one (1) additional two (2) year term upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional two (2) year term beginning August 15, 2013 through August 14, 2015; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-86453, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional two (2) year term beginning August 15, 2013 through August 14, 2015.
- 2) 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 _____ day
of _____ 2013
_____ Chris Beutler, Mayor

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	X-TRA KLEEN, INC.
By: (PLEASE PRINT)	Goran Gligorevic
By: (PLEASE SIGN)	<i>Goran Gligorevic</i>
Title:	President/Owner
Company Address: (PLEASE PRINT)	238 S Antelope Valley Pkwy, Lincoln, NE 68510
Company Phone & Fax: (PLEASE PRINT)	PH: (402) 416-4967 FX: (402) 438-7699
E-Mail Address: (PLEASE PRINT)	xtkinc@live.com
Date:	7/8/13



On Your Side®

BUSINESS SERVICES BOND

Bond No. 7900402327

In consideration of an agreed premium, AMCO Insurance Company, Des Moines, Iowa, a corporation organized under the laws of the State of IA and duly authorized to transact business as surety therein (hereinafter called "Surety") hereby agrees to indemnify X-TRA-KLEEN Inc of Lincoln NE (hereinafter called "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (hereinafter called "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest acts, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, to an amount not exceeding the aggregate

Ten Thousand Dollars DOLLARS (\$ 10,000.00)

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 15th day of June, 2013, standard time at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time on the effective date of the cancellation of this bond in its entirety.

CANCELLATION OF PRIOR INSURANCE: By acceptance of the Policy you give us notice canceling prior policy or bond Nos. _____ the cancellation to be effective at the time this Policy becomes effective.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond and whom the Obligee compensates by salary, or wages and has the right to govern and direct in the performance such service, and who are engaged in such service within any of the States of the United States of America or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period but not to mean brokers, factors commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:

SECTION 4. A fraudulent or dishonest act of an Employee of the Obligee shall mean an act which is punishable under the Criminal Code in the jurisdiction within which act occurred, for which said Employee is tried and convicted by a court of proper jurisdiction.

MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under the other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof for any such loss or losses, if the latter amount be the larger.

SALVAGE:

SECTION 8. If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except for suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 9. This bond shall be deemed cancelled as to any Employee: (a) Immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee, or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Insured or sent by mail. Such date, if the notice be served, shall not be less than ten days after such service, or if sent by mail, not less than fifteen days after the date of mailing. The mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 10. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date if the notice be served by the Surety, shall be not less than ten days after such service, or if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to the Obligee the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rate if cancelled or reduced at the instance of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 11. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligee's employees shall have been cancelled as to any of such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such employees shall not have been reinstated under the coverage of such fidelity insurance, or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such employees unless the Surety shall agree in writing to include such employees within the coverage of this bond.

LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS

SECTION 12. At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

SIGNED, SEALED AND DATED June 18, 2013

The initial one year premium on this bond

is \$213.00
payable upon delivery

AMCO Insurance Company

By Elissa Biggerstaff
ELISSA BIGGERSTAFF Attorney-in-Fact



**BUSINESS SERVICES BOND RIDER
SOLE PROPRIETOR OR PARTNERSHIP**

The following provision is hereby added to the bond:

In the event that the Obligee's Subscriber shall sustain a loss by reason of the fraudulent or dishonest act or acts (as defined in Section 3 entitled Definition of Employee) committed by the Obligee or any partner of the Obligee, if a partnership, then and only then, the Obligee shall be considered an Employee and the Subscriber as additional Obligee, subject to all terms and conditions hereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 15th day of June, 2013
at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 7900402327

dated June 15, 2013, issued by AMCO Insurance Company
Des Moines, Iowa.

Signed this 18th day of June, 2013.

By Elissa Biggerstaff
ELISSA BIGGERSTAFF Attorney-In-Fact

POLICY NUMBER: 7900402327

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES - VALUATION - SETTLEMENT

This endorsement modifies insurance provided under the following:

BUSINESS SERVICES BOND

When forming a part of this policy, this paragraph is added to the policy.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost may be determined by arbitration. However, both parties must agree to the arbitration.



June 18, 2013

X-TRA-KLEEN Inc

238 S 19th St
Lincoln, NE 68510

RE: Business Service (3rd Party Coverage) <10 Employees
Bond Number 7900402327

Thank you for allowing Allied Insurance, a member of Nationwide Insurance, to provide you with the enclosed fidelity bond.

Bond Payment

- A billing invoice will be sent to you under separate cover.
- Upon receipt of the invoice, send a check payable to "Allied Insurance" to the address listed on the invoice.
- The premium for this bond is \$213.00 .

Bond No Longer Needed?

- If this bond is no longer needed, please return the original document to the address listed below for cancellation.

If you have any questions, please contact us at 866-387-0457.

Sincerely,

Allied Insurance, a member of Nationwide Insurance
Bond Department
1100 Locust Street, Dept. 2006
Des Moines, IA 50391-2006
FAX: 866-508-4102

Agency: MCCASHLAND KIRBY INS AGENCY INC
Address: PO BOX 5186
LINCOLN, NE 68505-0186