

**AMENDMENT TO CONTRACT**  
**Annual Service**  
**Preventative Maintenance Services for Automobiles and Light Trucks**  
**Bid No. 17-042**  
**City of Lincoln and Lancaster County**  
**Renewal**  
**Walker Tire / Quick Nick's (Walker Tire Company of Lincoln)**

This Amendment is hereby entered into by and between Walker Tire / Quick Nick's (Walker Tire Company of Lincoln), 830 M St., Lincoln, NE 68508 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated March 24, 2017 executed under City Directorial Order No. 16747, and County Contract C-17-0286, dated April 25, 2017 for Annual Service - Preventative Maintenance Services for Automobiles and Light Trucks, Bid No. 17-042, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 23, 2017 through April 22, 2018, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning April 23, 2018 through April 22, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$5,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$3,000.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 16747 and County Contract C-17-0286, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contracts for an additional one (1) year term beginning April 23, 2018 through April 22, 2019.
- 2) expenditures for the City of Lincoln for the term of this renewal shall not exceed \$5,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$3,000.00 without approval by the Lancaster County Board.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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 upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page

**Vendor Signature Page**

**AMENDMENT TO CONTRACT**  
**Annual Service**  
**Preventative Maintenance Services for Automobiles and Light Trucks**  
**Bid No. 17-042**  
**City of Lincoln and Lancaster County**  
**Renewal**  
**Walker Tire / Quick Nick's (Walker Tire Company of Lincoln)**

**Please sign, date and return within 5 days of receipt.**

Mail to: City/County Purchasing  
 Attn: Brianne Crooks  
 440 So. 8th St., Ste. 200  
 Lincoln, NE 68508  
 Or email to: bcrooks@lincoln.ne.gov

Company Name:	Walker Tire / Quick Nick's
By: (Please Sign)	<i>Nick Vuko</i>
By: (Please Print)	Nick Vuko
Title:	President
Company Address:	830 M St.
Company Phone & Fax:	(402) 476-3388 (402) 742-6873
E-Mail Address:	nickj@walker-tire.com
Date:	03-63-68
Contact Person for Orders or Service	Eunice Anderson <del>Nick Vuko</del>
Contact Phone Number:	(402) 404-3500 Ext #3

*Accounting* →

**City of Lincoln Signature Page**

---

**AMENDMENT TO CONTRACT  
Annual Service  
Preventative Maintenance Services for Automobiles and Light Trucks  
Bid No. 17-042  
City of Lincoln and Lancaster County  
Renewal  
Walker Tire / Quick Nick's (Walker Tire Company of Lincoln)**

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

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Finance Director

Approved by Directorial Order No. \_\_\_\_\_

dated \_\_\_\_\_

**Lancaster County Signature Page**

---

**AMENDMENT TO CONTRACT  
Annual Service  
Preventative Maintenance Services for Automobiles and Light Trucks  
Bid No. 17-042  
City of Lincoln and Lancaster County  
Renewal  
Walker Tire / Quick Nick's (Walker Tire Company of Lincoln)**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL LIABILITY PREMIER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Paragraph (2) is replaced under **2. Exclusions, g. Aircraft, Auto Or Watercraft** by the following:

- (2) A watercraft you do not own that is:
  - (a) 50 feet or less; and
  - (b) Not being used to carry persons or property for a charge;

Paragraph (4) is replaced under **2. Exclusions, j. Damage To Property** by the following:

- (4) Personal property in the care, custody or control of the insured. However, coverage for personal property in the care, custody or control of the insured will be covered up to \$10,000 per "occurrence" subject to a \$1,000 per claim deductible. The aggregate limit for this coverage is \$20,000.

The following paragraph is added to **2. Exclusions, j. Damage To Property**:

This exclusion does not apply to "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for water damage to the premises, however, is \$25,000. This amount shall not be in addition to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

The following is added to **2. Exclusions, n. Recall Of Products, Work Or Impaired Property**:

This exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the following additional exclusions apply to "product recall expense":

- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean-up resulting from asbestos or asbestos containing materials;
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found;
- (9) "Bodily injury" or "property damage";
- (10) Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets, or any other intellectual property right laws; or
- (11) "Product recall expenses" you incur for "your products" which are excluded from any other insurance written by this company.

The most we will pay for "product recall expense" arising out of the same defect or deficiency is \$25,000 per occurrence.

The last paragraph under **2. Exclusions** is replaced by the following:

With respect to the premises while rented to you or temporarily occupied by you with permission of the owner, **Exclusions c., d., e., g., h., j., k., l., m., and n.** do not apply to "property damage". A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

### **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

The following is revised:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### **SECTION II – WHO IS AN INSURED**

Paragraph **3.** is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization;
  - d. "Product recall expense" does not apply to "product recall expenses" arising out of any withdrawal or recall that occurred before you acquired or formed any organization; and
  - e. If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. But, this provision only applies if you maintain or maintained an interest of at least 50 percent in that partnership or joint venture for the period of that relationship. This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than 36 months. This coverage extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the Other Insurance provisions of this policy for Excess Insurance.

The following paragraphs are added:

4. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations.

- 5. Any person(s) or organization(s) (referred to below as vendor) but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
- b. If coverage provided to the vendor is required by a contract by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.



With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- a. The insurance afforded the vendor does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (a) The exceptions contained in Sub-paragraphs (4) or (6); or
    - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations.

6. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations.

7. Any person(s) or organization(s) but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of any person or organization.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations.

### **SECTION III – LIMITS OF INSURANCE**

The following paragraphs are replaced by the following:

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and "product recall expense".
- 6. Subject to 5. above, the Damage To Premises Rented To You Limit of \$300,000 is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is \$10,000.

Coverage is amended to include the following:

**Designated Location General Aggregate Limit**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which can be attributed only to operations at a single designated "location":

- a. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. This Designated Location General Aggregate Limit will apply, however, only when a written contract exists requiring the General Aggregate Limit to apply per "location".
- b. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought; or
  - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location".
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which cannot be attributed only to operations at a single designated "location":

- a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- b. Such payments shall not reduce any Designated Location General Aggregate Limit.

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not the General Aggregate Limit nor the Designated Location General Aggregate Limit.

For the purposes of Designated Location General Aggregate Limit, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

The provisions of Limits Of Insurance not otherwise modified shall continue to apply as stipulated.

**Designated Construction Project General Aggregate Limit**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project:

- a. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. This Designated Construction Project General Aggregate Limit will apply, however, only when a written contract exists requiring the General Aggregate Limit to apply per designated construction project.

- b. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
- (1) Insureds;
  - (2) Claims made or "suits" brought; or
  - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project.
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (SECTION I), and for all medical expenses caused by accidents under Coverage C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project:

- a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- b. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

The provisions of Limits Of Insurance not otherwise modified shall continue to apply as stipulated.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

The following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expenses":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
- (3) As often as may be reasonably required, permit us to inspect "your product" and examine your books and records to prove the loss. Also permit us to take damaged and undamaged samples of "your product" for inspection, testing, and analysis, and let us make copies of your books and records.
- (4) Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
- (5) Permit us to examine under oath, away from the presence of other insureds, at such times as may reasonably be required, about any matter, relating to this insurance or your claim, including any insured's books and records in the event of an examination. An insured's answers must be signed.

(6) Cooperate with us in the investigation or settlement of the claim.

Coverage is amended to include the following:

**Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Liberalization**

If we revise this Coverage Part to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**Transfer of Rights of Recovery Against Others to Us**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver, however, applies only when required to waive such right of recovery by written contract with that person or organization.

**Knowledge Of Occurrence, Claim, Suit Or Loss**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits," do not apply until after the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation;
- (4) Your members, managers or insurance manager, if you are a limited liability company; or
- (5) Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

**SECTION V – DEFINITIONS**

The following are added to **SECTION V – DEFINITIONS**:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means necessary and reasonable expenses for:

- a. Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- b. Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- c. Remuneration paid to your regular "employees" for necessary overtime;
- d. Hiring additional persons other than your regular "employees";
- e. Expenses incurred by "employees" including transportation and accommodations;
- f. Expense to rent additional warehouse or storage space;
- g. Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal; you incur exclusively for the purpose of recalling "your product"; and
- h. Transportation expenses incurred to replace recalled products.

POLICY NUMBER **CMPNE0000016352**

Named Insured: **WALKER TIRE CO OF LINCOLN**

Policy Period: From 03/31/2016 to 03/31/2017 at 12:01 a.m. Standard Time at the mailing address shown above.

---

## FORMS SCHEDULE

THESE FORMS ARE ONLY APPLICABLE TO THE GENERAL LIABILITY COVERAGE PROVIDED UNDER THIS POLICY.

Form Name	Edition	Description
IL-369NE	11/11	EMPLOYMENT PRACTICES LIAB COV
**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**		
CG-500	07/13	LIABILITY PREMIER ENDORSEMENT
CG0001	04/13	COMM GENERAL LIAB COV FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG2107	05/14	EXC-ACCESS/DISCLOSURE PERS INF
CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
CG2153	01/96	EXCL-DESIGNATED ONGOING OPERAT
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG2171	01/15	LTD TERROR EXCL (OTHER THAN CE
CG2176	01/15	EXCLUS OF PUN DMGS REL TO CERT
CG2196	03/05	SILICA/SILICA RELATD DUST EXCL
CG2268	09/97	OPERATION-CUSTOMERS AUTO-PREMS
L-361	03/95	ASBESTOS EXCLUSION

\* indicates change in form

---

SFM Mutual Insurance Company  
 Workers' Compensation and Employers' Liability Policy

Waiver Of Our Right To Recover From Others Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on **04/01/2017** at 12:01 A.M. standard time, forms a part of Policy **074036.202** issued to **Walker Tire Co of Lincoln Inc.**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

---

This waiver of subrogation endorsement applies to the state of Nebraska

City of Lincoln Lancaster County  
 555 S 10th St  
 Lincoln NE 68508

Waiver of subrogation for address listed above has an estimated charge of 5% of the applicable manual premium, with a minimum premium of \$100. At audit the actual payrolls for this project will be obtained and the 5% charge will be adjusted accordingly.

**Please keep separate payrolls records for this project available at the time of audit**

Payroll Period: 04/01/2017 to 04/01/2018

Class/Description	Payroll	Rate	Premium
8380 Automobile Service Or Repair	0	3.03	0
8742 Salespersons Or Collect-Outsid	0	0.52	0
8810 Clerical Office Employees Noc	0	0.18	0
Totals	0		0