

AMENDMENT TO CONTRACT
City of Lincoln and Lancaster County
Reassignment of Contracts
Cross-Dillon Tire to Pomp's Tire Service, Inc.

This Amendment is hereby entered into by and between Cross-Dillon Tire, P.O. Box 81208, Lincoln, NE 68528 (hereinafter "Cross-Dillon Tire") and Pomp's Tire Service, Inc., P.O. Box 81208, Lincoln, NE 68528 (hereinafter "Pomp's Tire Service") and the City of Lincoln and Lancaster County, (hereinafter "Owners"), for the purpose of amending the following contracts listed below, which Contract are hereby incorporated herein by this reference:

<u>CONTRACT</u>	<u>EXECUTED DOCUMENT</u>	<u>DATE OF EXECUTION</u>
Annual Service - Tires, Tubes, and Tire Repair Services, Bid No. 18-003	EO91578/C-18-0105	03/5/2019
Annual Services - Turf Tires, Repair Services and Replacements for Mowing Equipment, Bid No. 18-250	DO20696	01/3/2019

WHEREAS, Cross-Dillon Tire hereby rescinds its rights and obligations to the above-mentioned Contracts and assigns its right and obligations under the Contract to Pomp's Tire Service beginning June 10, 2019 through the remaining term of the Contracts, as per Attachment A; and

WHEREAS, Pomp's Tire Service hereby accepts the assignment of Cross-Dillon Tire's rights and obligations under the Contract beginning June 10, 2019 through the remaining term of the Contracts, which is hereby incorporated herein by this reference; and

WHEREAS, the Owners hereby acknowledge and permit Cross-Dillon Tire's assignment of its rights and obligations under the Contracts to Pomp's Tire Service; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the above listed Contracts, and stated herein the parties agree as follows:

- 1) Cross-Dillon Tire hereby rescinds its rights and obligations to the above-mentioned Contracts and assigns its right and obligations under the Contract to Pomp's Tire Service beginning June 10, 2019 through the remaining term of the Contracts, as per Attachment A.
- 2) Pomp's Tire Service hereby accepts the assignment of Cross-Dillon Tire's rights and obligations under the Contract beginning June 10, 2019 through the remaining term of the Contracts, which is hereby incorporated herein by this reference.
- 3) The Owners hereby acknowledge and permit Cross-Dillon Tire's assignment of its rights and obligations under the Contracts to Pomp's Tire Service.
- 4) 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 upon completion of signatures on:

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

Vendor Signature Page

**AMENDMENT TO CONTRACT
City of Lincoln and Lancaster County
Reassignment of Contracts
Cross-Dillon Tire to Pomp's Tire Service, Inc.**

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

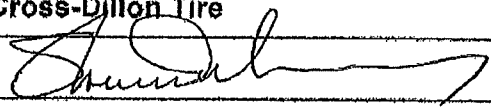
Company Name:	Pomp's Tire Service, Inc.
By: (Please Sign)	<i>James C Reed</i>
By: (Please Print)	James C. Reed
Title:	Director of Government Sales
Company Address:	PO Box 1630; Green Bay, WI 54305
Company Phone & Fax:	920-435-8301 fax 920-431-7615
E-Mail Address:	jreed@pomptire.com
Date:	7/2/2019
Contact Person for Service or Orders	Josh Gregg Sales Mgr jgregg@pomptire.com
Contact Phone Number	402-560-8549

Vendor Signature Page

AMENDMENT TO CONTRACT
City of Lincoln and Lancaster County
Reassignment of Contracts
Cross-Dillon Tire to Pomp's Tire Service, Inc.

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:	Cross-Dillon Tire
By: (Please Sign)	
By: (Please Print)	Shawn Wilkening
Title:	Vice President
Company Address:	4101 West O Street, Lincoln, NE 68528
Company Phone & Fax:	402-438-4000 / 402-438-3003 Fax
E-Mail Address:	swilkening@pompstire.com
Date:	7/22/19
Contact Person for Service or Orders	Josh Gregg Sales Mgr jgregg@pompstire.com
Contact Phone Number	402-560-8549

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
City of Lincoln and Lancaster County
Reassignment of Contracts
Cross-Dillon Tire to Pomp’s Tire Service, Inc.**

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
City of Lincoln and Lancaster County
Reassignment of Contracts
Cross-Dillon Tire to Pomp's Tire Service, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



Lincoln • Omaha • Grand Island
Norfolk • Anita • Des Moines • Davenport

Dear Valued Business Partner:

We are very proud and excited to announce that the Cross Dillon Tire, Inc. team will be joining the Pump's Tire Service family effective June 10th, 2019! This will be a combination of two of the leading independent commercial tire dealerships in the country, both sharing the same core principles and focus on how to best service our customers. Beginning June 10th, we will be known as Pump's Tire Service, Inc.

In an effort to continue making it easy to do business with us, please update your system to reflect the following new information, all effective as of June 10th.

1. Our new Tax Identification Number will be 39-0838986
2. Please find a copy of our new W-9 form.
3. All remittances should be made to Pump's Tire Service, Inc.
4. Remittances should be mailed to PO Box 1630 Green Bay, WI 54305

If applicable in mid to late June, you will receive a new insurance certificate from Pump's Tire Service's insurance carriers. You will receive this proof of insurance in the same manner in which you previously received it – email, fax or regular U.S. mail.

While there will be a few minor changes with our integration into the Pump's Tire Service's organization, your access to world class products and services will remain the same and be available to you for many years to come! We look forward to the opportunity to continue to earn your business every day!

If you have any questions, please feel free to contact Bee Lee @ 1-800-236-8911 or blee@pompstire.com

Sincerely,

John Buettner, President

Enclosure



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURED POMP'S TIRE SERVICE INC 1123 CEDAR ST GREEN BAY, WI 54301-4703	302-609-3	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1023

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	0748868	09/01/2018	09/01/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	N	0748868	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	0748870	09/01/2018	09/01/2019	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF LINCOLN AND LANCASTER COUNTY ARE LISTED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY AND AUTO LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT.
 GARAGEKEEPERS COVERAGE IS PROVIDED ON A DIRECT PRIMARY BASIS WITH A LIMIT OF \$150,000.
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

CERTIFICATE HOLDER**CANCELLATION**
 302-609-3
 CITY OF LINCOLN AND LANCASTER COUNTY
 555 S 10TH ST
 LINCOLN, NE 68508-2803

1023 2

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Kern

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
CITY OF LINCOLN LANCASTER COUNTY 555 S 10TH ST LINCOLN NE 68508	COVERAGE IS LIMITED TO TIRE SERVICE / MAINTENANCE WORK PERFORMED BY THE NAMED INSURED AT THE CERTIFICATE HOLDER'S PREMISES. INSURANCE CARRIER: FEDERATED MUTUAL INSURANCE COMPANY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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.

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

This insurance does not apply to "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.

POMP'S TIRE SERVICE INC
1123 CEDAR ST
GREEN BAY WI 54301

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: POMP'S TIRE SERVICE INC

Endorsement Effective: 07-12-2019

SCHEDULE

Name of Person(s) Or Organization(s):

COVERAGE IS LIMITED TO TIRE SERVICE / MAINTENANCE
WORK PERFORMED BY THE NAMED INSURED AT THE
CERTIFICATE HOLDER'S PREMISES. INSURANCE CARRIER:
FEDERATED MUTUAL INSURANCE COMPANY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

CITY OF LINCOLN
& LANCASTER COUNTY
555 S 10TH ST
LINCOLN NE 68508

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".

POLICY NUMBER: 0748868

COMMERCIAL AUTO
CA 99 37 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured:
Endorsement Effective Date: 07-09-2019

SCHEDULE

Location Number	Address Where You Conduct Garage Operations (Main Location)		
4	ALL LOCATIONS OPERATED BY THE NAMED INSURED IN THE STATE OF MINNESOTA.		
Coverages	Limit Of Insurance And Deductible		Premium
Comprehensive	\$ 2,120,000	BLKT Limit Of Insurance	\$ INCLUDED
	\$ 5,000	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ 25,000	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
\$	Maximum Deductible For All Loss In Any One Event		

Specified Causes Of Loss	\$		Limit Of Insurance	\$
	\$		Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$		Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
			OR	
	\$		Limit Of Insurance	
	\$		Deductible For All Perils For Each Customer's Auto	
	\$		Maximum Deductible For All Loss In Any One Event	
Collision	\$ 2,120,000	BLKT	Limit Of Insurance	\$ INCLUDED
	\$ 5,000		Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations			
7	ALL LOCATIONS OPERATED BY THE NAMED INSURED IN THE STATE OF NEBRASKA.			
Coverages	Limit Of Insurance And Deductible			Premium
Comprehensive	\$ 150,000	BLKT	Limit Of Insurance	\$ INCLUDED
	\$ 5,000		Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ 25,000		Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
			OR	
	\$		Limit Of Insurance	
	\$		Deductible For All Perils For Each Customer's Auto	
	\$		Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$		Limit Of Insurance	\$
	\$		Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$		Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
			OR	
	\$		Limit Of Insurance	
	\$		Deductible For All Perils For Each Customer's Auto	
	\$		Maximum Deductible For All Loss In Any One Event	

Collision	\$ 150,000	BLKT	Limit Of Insurance	\$ INCLUDED
	\$ 5,000		Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations
8	ALL LOCATIONS OPERATED BY THE NAMED INSURED IN THE STATE OF PENNSYLVANIA.

Coverages	Limit Of Insurance And Deductible		Premium		
Comprehensive	\$ 500,000	BLKT	Limit Of Insurance	\$ INCLUDED	
	\$ 5,000		Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism		
	\$ 25,000	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event			
		OR			
	\$	Limit Of Insurance			
	\$	Deductible For All Perils For Each Customer's Auto			
	\$	Maximum Deductible For All Loss In Any One Event			
Specified Causes Of Loss	\$		Limit Of Insurance	\$	
	\$		Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism		
	\$		Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event		
			OR		
	\$		Limit Of Insurance		
	\$		Deductible For All Perils For Each Customer's Auto		
	\$		Maximum Deductible For All Loss In Any One Event		
Collision	\$ 500,000	BLKT	Limit Of Insurance	\$ INCLUDED	
	\$ 5,000		Deductible For Each Customer's Auto		

Continued

Total Garagekeepers Premium For All Locations	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Direct Coverage Options

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

Excess Insurance

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

Primary Insurance

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgements or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "garage operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "garage operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing their duties related to the conduct of your "garage operations".

4. Coverage Extensions

The following applies as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgement that accrues after entry of the judgement in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgement that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

C. Exclusions

- 1. This insurance does not apply to any of the following:
 - a. **Contractual**
Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.
 - b. **Theft**
"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.
 - c. **Defective Parts**
Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

- 2. We will not pay for "loss" to any of the following:
 - a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
 - b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.
 - c. Sound-receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
 - d. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- 3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limits Of Insurance And Deductibles

- 1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
 - a. Collision; or

- b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.
 - 2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
 - 3. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that part of the deductible that we paid.
- 2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
 - 3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
 - 4. "Work you performed" includes:
 - a. Work that someone performed on your behalf; and
 - b. The providing of or failure to provide warnings or instructions.

E. Additional Definitions

As used in this endorsement:

- 1. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, who pay for services performed.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 17807 Burke Street Suite 401 Omaha NE 68118 USA	CONTACT NAME: _____	
	PHONE (A/C. No. Ext): (402) 697-1400	FAX (A/C. No.): (402) 697-0017
E-MAIL ADDRESS: _____		
INSURED Pomp's Tire Service Inc. P.O. Box 1630 Green Bay WI 54305-1630 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentry Casualty Company	NAIC # 28460
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	

COVERAGES **CERTIFICATE NUMBER:** 570076822611 **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In WI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	900376101 18-19 WC Other than WI 900376102 18-19 WC- Wisconsin- Retr	09/01/2018 09/01/2019	09/01/2019 09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE-EA EMPLOYEE \$500,000 E.L. DISEASE-POLICY LIMIT \$500,000

Certificate No : 570076822611

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Retread Operations.
 A waiver of Subrogation is granted in favor of City of Lincoln and Lancaster County in accordance with the policy provisions of the Workers Compensation - Casualty policy.

CERTIFICATE HOLDER City of Lincoln Lancaster County 535 So 10th St. Lincoln NE 68508 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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SENTRY CASUALTY COMPANY
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-03761-01 00 181

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 any one not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

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