

Tracking No. 17030032

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**Annual Service  
Preventative Maintenance Services for  
Automobiles and Light Trucks  
Bid No. 17-042**

**Metzger's Auto Service & Lincoln Lube  
3730 Cornhusker Hwy  
Lincoln, NE 68504  
(402) 467-1233**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Metzger's Auto Service & Lincoln Lube, 3730 Cornhusker Hwy, Lincoln, NE 68504** hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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:

**Preventative Maintenance Services for Automobiles and Light Trucks, Bid No. 17-042**  
and,

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

WHEREAS, the Owners, 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 Owners have 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal**

2. The Owners agree 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 Owners:

**The Owners 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 Owners shall order on an as- needed basis for the duration of the contract. The cost of products or services for County agencies shall not exceed \$5,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for City Departments shall not exceed \$7,000.00 during the contract term without approval.**

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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Period of Performance. This Contract shall be effective April 23, 2017 through April 22, 2018. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
  
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Insurance Certificate
  4. Employee Classification Act Affidavit
  5. Special Provisions
  6. Specifications
  7. Instructions to Bidders
  8. Insurance Requirements
  9. Employee Classification Act, Executive Order 83319
  10. Sales Tax Exemption Form 13  
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners 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 Owners do hereby execute this contract upon completion of signatures on:

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

### Vendor Signature Page

**CONTRACT**  
**Annual Service**  
**Preventative Maintenance Services for**  
**Automobiles and Light Trucks**  
**Bid No. 17-042**  
**City of Lincoln and Lancaster County**  
**Metzger's Auto Service & Lincoln Lube**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

\_\_\_\_\_  
Secretary

Seal

Metzger's Auto Service Lincoln Lube  
 Name of Corporation  
3730 CORNHUSKER HWY  
 Address LINCOLN NE 68504  
 By: [Signature]  
 Duly Authorized Official  
President  
 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 Signature Page**

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**CONTRACT  
Annual Service  
Preventative Maintenance Services for  
Automobiles and Light Trucks  
Bid No. 17-042  
City of Lincoln and Lancaster County  
Metzger's Auto Service & Lincoln Lube**

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

ATTEST:

*Teresa J. Meier*  
\_\_\_\_\_  
City Clerk



CITY OF LINCOLN, NEBRASKA

*[Handwritten Signature]*  
\_\_\_\_\_

Police Chief

Approved by Directorial Order No. 16747

dated March 24, 2017

**Lancaster County Signature Page**

**CONTRACT  
Annual Service  
Preventative Maintenance Services for  
Automobiles and Light Trucks  
Bid No. 17-042  
City of Lincoln and Lancaster County  
Metzger's Auto Service & Lincoln Lube**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster,  
Nebraska

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

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

dated \_\_\_\_\_





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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428			
Fax	(402) 441-6513			
Bid Number	17-042	Department		Department
Title	Re-bid Preventative Maintenance Services for Automobiles and Light Trucks	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	2/3/2017 11:00 AM (CT)	Telephone	(402) 441-7428	Telephone
Close Date	2/17/2017 12:00:00 PM (CT)	Fax	(402) 441-6513	Fax
		Email	smulder@lincoln.ne.gov	Email

## Supplier Information

Company Metzger's Auto Service & Lincoln Lube  
 Address 3730 Cornhusker Hwy  
 Lincoln, NE 68504  
 Contact Kim Metzger  
 Department  
 Building  
 Floor/Room  
 Telephone (402) 467-1233  
 Fax (402) 467-1358  
 Email metzger383@aol.com  
 Submitted 2/13/2017 08:01:21 PM (CT)  
 Total \$269.88

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kim A. Metzger

Email metzger383@aol.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

## Bid Attributes

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 and Endorsements	Vendor agrees to the applicable terms listed in the Insurance Clause document including the submission of the Certificate of Accord and the following endorsements: 1. Additional Insured - City of Lincoln and Lancaster County 2. Garage Keepers 3. Workers' Compensation with Waiver of Subrogation endorsement  Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.	Yes
3	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO  As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a>  All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.  If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.  Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.	YES
4	Insurance Requirements and Endorsements	Vendor agrees to the applicable terms listed in the Insurance Clause document including the submission of the Certificate of Accord and the following endorsements: 1. Additional Insured - City of Lincoln and Lancaster County Garage Keepers  Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Specifications	I acknowledge reading and understanding the specifications.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes

- 9 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
- 10 Bid Documents I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. Yes
- 11 Employee Class Act EO I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. Yes
- 12 Employee Class Act Affidavit I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract. Yes
- 13 Contact Name of person submitting this bid: Kim Metzger
- 14 Electronic Signature Please check here for your electronic signature. Yes

## Line Items

#	Qty	UOM	Description	Response
1	1	EA	Conventional Oil Change Service for Sedans (SUV's included), Filter and Preventative Maintenance	\$29.98

Item Notes: Price shall be a flat fee amount. The number of sedans for the City is 51. The number of sedans for the County is 65; with 35 of them Sedans and 28 SUV's.

Supplier Notes: price includes up to 5 quarts engine oil. each quart over 5 an additional \$5.00 per quart

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Various Weights of Oil	Please provide the various weights of oil along with whether it is synthetic or not. Please attach spreadsheet to the Vendors Response Attachment Section of the E-bid or type in here.	5W20, 5w30, 10w30, Conventional or Semi-Synthetic engine Oil
2	Oil Filter Manufacturer	Please provide oil filter manufacturer bidding.	Service Pro (same brand used for 20 years)
3	Oil Manufacturer/Brand	Please provide oil manufacturer bidding.	universal Oil Company/ Service Pro. Meets and/or exceeds all manufactures specifications.(same brand for 20 years)

2	1	EA	Full Synthetic Oil Change Service for Sedans (SUV's included), Filter and Preventative Maintenance	\$59.98
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Item Notes: Price shall be a flat fee amount. The number of sedans for the City is 25. The County does not have any at this time.

Supplier Notes: price includes up to 5 quarts of engine oil, each quart over 5 is an additional \$9.00 per quart

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Various Weights of Oil	Please provide the various weights of oil along with whether it is synthetic or not. Please attach spreadsheet to the Vendors Response Attachment Section of the E-bid or type in here.	5w30, 10w30, 5w20, 0w20, 5w20 Full Synthetic engine Oil
2	Oil Filter Manufacturer	Please provide oil filter manufacturer bidding.	service pro ( same brand used for 20 years)
3	Oil Manufacturer/Brand	Please provide oil manufacturer bidding.	Universal Oil Company/ Service Pro. Meets or exceeds all manufactures specifications (same brand for 20 years)

3	1	EA	Conventional Oil Change Service for Vans, Filter and Preventative Maintenance	\$29.98
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Item Notes: Price shall be a flat fee amount. The number of vans for the City is 40. The number of vans for the County is 10.

Supplier Notes: price includes up to 5 quarts of engine oil, each quart over 5 is an additional \$5.00 per quart

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Various Weights of Oil	Please provide the various weights of oil along with whether it is synthetic or not. Please attach spreadsheet to the Vendors Response Attachment Section of the E-bid or type in here.	5w20, 5w30, 10w30 Conventional or Semi-Synthetic Engine Oil
2	Oil Filter Manufacturer	Please provide oil filter manufacturer bidding.	service pro (same brand used for 20 years)
3	Oil Manufacturer/Brand	Please provide oil manufacturer bidding.	Universal Oil Company/ Service Pro. Meets or exceeds all manufactures specifications. (same brand for 20 years)

4 1 EA Full Synthetic Oil Change Service for Vans, Filter and Preventative Maintenance \$59.98

Item Notes: Price shall be a flat fee amount. The number of vans for the City is 17. The County does not have any at this time.

Supplier Notes: price includes up to 5 quarts, each quart over 5 is an additional \$9.00 per quart

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Various Weights of Oil	Please provide the various weights of oil along with whether it is synthetic or not. Please attach spreadsheet to the Vendors Response Attachment Section of the E-bid or type in here.	0w20, 5w20,5w30,10w30, 15w40,5w40 Full synthetic Engine Oil
2	Oil Filter Manufacturer	Please provide oil filter manufacturer bidding.	service pro (same brand for 20 years)
3	Oil Manufacturer/Brand	Please provide oil manufacturer bidding.	Universal Oil Company/ Service Pro/Rotella. Meets or exceeds all manufactures specifications. (same brand for 20 years)

5 1 EA Conventional Oil Change Service for Pick-ups, Filter and Preventative Maintenance \$29.98

Item Notes: Price shall be a flat fee amount. The number of pick-ups for the City is 150. The County does not outsource this service for their pick-ups.

Supplier Notes: price includes up to 5 quarts engine oil, each quart over 5 is an additional \$5.00 per quart

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Various Weights of Oil	Please provide the various weights of oil along with whether it is synthetic or not. Please attach spreadsheet to the Vendors Response Attachment Section of the E-bid or type in here.	5,w20,5w30,10w30,15w40 Conventional or Semi-Synthetic Engine Oil
2	Oil Filter Manufacturer	Please provide oil filter manufacturer bidding.	service pro (same brand for 20 years)

3	Oil Manufacturer/Brand	Please provide oil manufacturer bidding.	Universal Oil Company/ Service Pro./Rotella Meets or exceeds all manufactures specifications. (same brand for 20 years)
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6	1	EA	Full Synthetic Oil Change Service for Pick-ups, Filter and Preventative Maintenance	\$59.98
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Item Notes: Price shall be a flat fee amount. The number of pick-ups for the City is 32. The County does not have any at this time.

Supplier Notes: price includes up to 5 quarts engine oil, each quart over 5 is an additional \$9.00 per quart

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Various Weights of Oil	Please provide the various weights of oil along with whether it is synthetic or not. Please attach spreadsheet to the Vendors Response Attachment Section of the E-bid or type in here.	0w20,5w20,5w30,10w30,5w40,15w40. Full Synthetic Oil
2	Oil Filter Manufacturer	Please provide oil filter manufacturer bidding.	Service pro (same brand for 20 years)
3	Oil Manufacturer/Brand	Please provide oil manufacturer bidding.	Universal Oil Company/ Service Pro/ Rotella. Meets or exceeds all manufactures specifications. (same brands for 20 years)

Response Total:	\$269.88
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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/13/2017

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 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 <b>INSPRO Insurance</b> P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: <b>Dan Virgillito</b>
	PHONE (A/C, No, Ext): <b>402-483-4500</b> FAX (A/C, No): <b>402-483-7977</b> E-MAIL ADDRESS: <b>dvirgillito@insproins.com</b>
INSURED  <b>Metzger's Auto Service, Inc.</b> 3730 Cornhusker Highway Lincoln, NE 68504	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>Employers Mutual Insurance</b> <b>21415</b>
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

**COVERAGES      CERTIFICATE NUMBER:      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.

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3D63776	11/01/2016	11/01/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car			3E63776	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> 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 DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			3J63776	11/01/2016	11/01/2017	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <b>N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3H63776	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**City of Lincoln and/or Lancaster County and/or City of Lincoln-Lancaster County Public Building Commission** is listed as additional insured. Waiver of Subrogation in favor of City of Lincoln and/or Lancaster County and/or City of Lincoln-Lancaster County Public Building Commission for workers compensation  
  
 Auto policy 3E63776 also provides Garage coverage

<b>CERTIFICATE HOLDER</b>  City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission 555 South 10th St Lincoln, NE 68508	<b>CANCELLATION</b>  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 
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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 Organization(s)	Location(s) Of Covered Operations
City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission	
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.



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.

**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 anyone not named in the Schedule.

Schedule

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Building Commission

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement  
Insured Metzgers Auto Service

Effective Policy No.  
3H63779

Endorsement No.  
Premium

Insurance Company  
EMC Insurance

Countersigned by \_\_\_\_\_