

**AMENDMENT TO CONTRACT**  
**Annual Requirements - Pumping, Hauling and Disposal Services**  
**for Liquid Waste Products**  
**Bid No. 13-173**  
**City of Lincoln and Lancaster County**  
**Extension**  
**Tan-Aire, Inc.**

This Amendment is hereby entered into by and between Tan-Aire, Inc., 4835 S. Haven Dr., Lincoln, NE 68516 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated August 27, 2013 executed under City Executive Order No. 86399, and County Contract C-13-0449, dated September 3, 2013 for Annual Requirements - Pumping, Hauling and Disposal Services for Liquid Waste Products, Bid No. 13-173, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 3, 2013 through September 2, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the contract was amended by City Executive Order No. 87500, executed by the City on September 15, 2014 and County Contract C-14-0414, executed by the County Board on August 19, 2014, to renew the Contract for an additional one (1) year period from September 3, 2014 through September 2, 2015; and

WHEREAS, the contract was amended by City Executive Order No. 88559, executed by the City on August 27, 2015 and County Contract C-15-0388, executed by the County Board on August 11, 2015, to renew the Contract for an additional one (1) year period from September 3, 2015 through September 2, 2016; and

WHEREAS, the contract was amended by City Executive Order No. 89840, executed by the City on September 20, 2016 and County Contract C-16-0535, executed by the County Board on September 13, 2016, to renew the Contract for an additional one (1) year period from September 3, 2016 through September 2, 2017; and

WHEREAS, the parties wish to extend the Contract for an additional two (2) month term beginning September 3, 2017 through November 2, 2017; and

WHEREAS, "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 13-173 for Pumping, Hauling and Disposal Services for Liquid Waste Products; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 13-173 for Pumping, Hauling and Disposal Services for Liquid Waste Products; and

WHEREAS, the estimated expenditures for the City of Lincoln for the term of this renewal shall not exceed \$2,500.00 for Contracts during the contract term without approval by the City of Lincoln; and

WHEREAS, the estimated expenditures for Lancaster County for the term of this renewal shall not exceed \$200.00 for Contracts during the contract term without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City E.O. 86399 and County Contract C-13-0449, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to extend the Contract for an additional one (1) year term beginning September 3, 2017 through November 2, 2017.
- 2) "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 13-173 for Pumping, Hauling and Disposal Services for Liquid Waste Products.
- 3) "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 13-173 for Pumping, Hauling and Disposal Services for Liquid Waste Products.

- 4) The estimated expenditures for the City of Lincoln for the term of this extension shall not exceed \$2,500.00 for Contracts during the contract term without approval by the City of Lincoln.
- 5) The estimated expenditures for Lancaster County for the term of this renewal shall not exceed \$200.00 for Contracts during the contract term without approval by the Lancaster County Board of Commissioners.
- 6) 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

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**AMENDMENT TO CONTRACT**  
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**for Liquid Waste Products**  
**Bid No. 13-173**  
**City of Lincoln and Lancaster County**  
**Extension**  
**Tan-Aire, Inc.**

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

Mail to: City/County Purchasing  
 Attn: Debbie Winkler  
 440 So. 8th St., Ste. 200  
 Lincoln, NE 68508  
 Or email: [dwinkler@lincoln.ne.gov](mailto:dwinkler@lincoln.ne.gov)

Company Name:	TAN-AIRE INC
By: (Please Sign)	<i>Cliff Doty</i>
By: (Please Print)	CLIFF Doty
Title:	Vice Pres
Company Address:	4835 South Haven Dr
Company Phone & Fax:	402-483-2311
E-Mail Address:	CLIFF.tanairc@gmail.com
Date:	8-11-17
Contact Person for Orders or Service	CLIFF Doty
Contact Phone Number:	402-432-1303

## Lancaster County Signature Page

**AMENDMENT TO CONTRACT**  
**Annual Requirements - Pumping, Hauling and Disposal Services**  
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**Bid No. 13-173**  
**City of Lincoln and Lancaster County**  
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**Tan-Aire, Inc.**

### EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of Lancaster,  
Nebraska

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Deputy Lancaster County Attorney

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dated \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/02/2017

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).

<b>PRODUCER</b> <b>INSPRO Insurance</b> P.O. Box 6847 Lincoln, NE 68506 402 483-4500	<b>CONTACT NAME:</b> Cheryl York <b>PHONE (A/C, No, Ext):</b> 402-483-4500 <b>E-MAIL ADDRESS:</b> cyork@insproins.com	<b>FAX (A/C, No):</b> 402-483-7977
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Tan Aire, Inc. 4835 South Haven Dr. Lincoln, NE 68516	<b>INSURER A :</b> Nationwide Insurance <b>NAIC #</b> 00035	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**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 <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GLAO7221848054	05/01/2017	05/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAA7221848054	05/01/2017	05/01/2018	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 DED <input checked="" type="checkbox"/> RETENTION \$0			CAA7221848054	05/01/2017	05/01/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA7221848054	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Lincoln is listed as additional insured with respect to general liability.  
 Lancaster County is listed as additional insured with respect to general liability.

<b>CERTIFICATE HOLDER</b> City of Lincoln Lancaster County 555 S 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.**

**CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT**

**INCLUDING MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Lost Key Coverage**

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

**B. Voluntary Property Damage**

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

**C. Non-Owned Watercraft**

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion g. Aircraft, Auto Or Watercraft Paragraph (2) (a)** is replaced with:

- (a) Less than 51 feet long; and

**D. Expanded Property Damage Coverage**

1. For the purposes of this endorsement only: **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion j. Damage To Property** is amended as follows:
  - a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

- (a) for storage or sale at premises you own, rent or occupy; or

- (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

- (1) Arising out of the disappearance or loss of use of personal property; or

- (2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

**E. Damage To Premises Rented To You**

1. Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, the last paragraph of 2. Exclusions is replaced with:

If Damage To Premises Rented To You is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under Section III – Limits Of Insurance, Paragraph 6 is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii) is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

**F. Supplementary Payments**

Under Section I – Coverages, Supplementary Payments – Coverages A and B Paragraphs 1.b and 1.d. are replaced with:

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.

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.

**G. Newly Formed And Acquired Organizations**

Under SECTION II – WHO IS AN INSURED Paragraph 3.a. is replaced with:

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;

**H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You**

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph a. – d. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

a. Lessors of Leased Equipment – with respect to their 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). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

b. Managers or Lessors of Premises – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

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

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

**c. State or Political Subdivision – Permits Relating to Premises** – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

**d. Owners, Lessees, or Contractors** – 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 performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "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 survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
- (b) 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 failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) 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



- (b) 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.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. – d. described above, 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.

However, the insurance afforded to such additional insureds a. – d. described above:

- 1. Only applies to the extent permitted by law; and
  - 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
3. **Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**I. Employee Bodily Injury To Another Employee**  
Under **Section II – Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

**J. Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

**K. Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

**L. Aggregate Limit Per Project**

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

**M. Medical Payments**

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
- \$10,000; or
  - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

**N. Knowledge Of An Occurrence**

Under **Section IV – Commercial General Liability Conditions**, the following is added to 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

**O. Unintentional Failure To Disclose Hazard**

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**P. Waiver Of Subrogation**

Under **Section IV – Commercial General Liability Conditions**, 8. **Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting 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".

**Q. Liberalization**

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

**10. Liberalization**

If we revise this coverage form 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.

**R. Broadened Bodily Injury Definition (Mental Anguish)**

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

- "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

**All terms and conditions of this policy apply unless modified by this endorsement.**