

## AGREEMENT

THIS AGREEMENT, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2017, is entered into by and between the County of Lancaster, Nebraska, hereinafter referred to as "the County," and Milliman, Inc., hereinafter referred to as "the Contractor". Collectively, the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party".

WHEREAS, the County is desirous of professional services of Contractor to perform an actuarial review of the County's Workers' Compensation and General Liability programs;

WHEREAS, Contractor is qualified to provide the above mentioned professional services and has agreed to provide such services; and

WHEREAS, the Parties wish to enter into an Agreement for the professional services and the fees associated with such services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the Parties as to the following:

1. Services to be Performed. The Contractor shall perform actuarial services as follows (the "Actuarial Services"):

(a) Contractor will perform one annual actuarial review of the County's Workers' Compensation and General Liability programs. Contractor will provide an annual actuarial report and funding study at the conclusion of the review including:

- 1) A financial profile of the County's Workers' Compensation program; and
- 2) A financial profile of the County's General Liability program; and
- 3) A cost allocation study of the County's Workers' Compensation and General Liability programs

The County agrees to provide all necessary data to the Contractor for its analysis of the aforementioned programs. The Contractor's final report shall be completed and submitted to the County within forty-five (45) days from receipt of such data from the County.

2. **Service Fee.** The County will pay the Contractor Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for the Actuarial Services provided herein. Payment for such Actuarial Services shall be considered due and payable by the County upon completion and delivery of the final annual report. The total compensation paid for the Actuarial Services provided in Section 1(a) shall not exceed \$7,500.00 per Term without the prior written approval of the Lancaster County Board of Commissioners.

3. **Term.** The initial term of the Agreement shall be for twelve months, beginning February 1, 2017, and ending January 31, 2018 (the "Initial Term"). At the conclusion of the Initial Term, the Agreement shall automatically renew for four (4) successive one-year periods (each a "Renewal Term;" together with the Initial Term, the "Term"). Unless terminated as provided for in this Agreement, the Agreement shall terminate at the conclusion of the fourth Renewal Term on January 31, 2022.

4. **Termination.** Either Party shall have the right to terminate the Agreement by giving the other Party written notice of such termination of the Agreement at least sixty (60) days in advance of the end of the current Term of the Agreement. This Agreement may also be terminated by the County immediately upon written notice to Contractor in the event the Contractor is not performing in compliance with the terms of the Agreement or in the event of any breach of obligations of this Agreement.

5. **Records and Files.** The Contractor shall maintain all records in conjunction with the services to be performed hereunder. The confidentiality of such records shall be maintained by the Contractor and the information therein shall not be divulged or disclosed or made available to persons other than the County without the written approval of the County or a court of competent jurisdiction. In the event of the termination of this Agreement, the Contractor shall deliver to the County, upon written request, within a time period mutually agreeable, the files and documents pertaining to the actuarial review and funding study; provided, however, Contractor may retain one copy of confidential information or data provided to it so that it may comply with professional documentation requirements. If additional information is requested by the County after the Agreement terminates, the County will pay all costs incurred by the Contractor in provided such information, including, but not limited to, the cost of programming, computer charges, and mailing costs. The Contractor shall be entitled to retain copies of any such records at its own expense.

6. **Independent Contractor.** It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. The Contractor, its agents, consultants, subcontractors, independent contractors, or representatives, and any employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor, its agents, consultants, subcontractors, independent contractors, and representatives, and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor, its employees, agents, consultants, subcontractors, independent contractors, or representatives nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, 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, agents, consultants, subcontractors, independent contractors, and representatives, and for payment of all

federal, state, local and any other payroll taxes with respect to its employees', agents', consultants', subcontractors', independent contractors', and representatives' compensation.

7. **Assignment.** Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the authorization of the County shall be absolutely void.

8. **Hold Harmless.** The Contractor agrees to save and hold harmless, to the fullest extent allowed by law, the County and its principals, officers, and employees from and against all third party claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), to the extent arising out of or resulting from the grossly negligent acts or omissions of its principals, officers, employees, agents, subcontractors, independent contractors, or representatives in the performance of this Agreement; or (ii) any claims, damages, losses, and expenses to the extent arising out of or resulting from performance of this Agreement that results in any claim for bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Nothing in this Agreement shall require either the Contractor to indemnify or hold harmless the County from liability for the negligent or wrongful acts or omissions of the County or its principals, officers, or employees.

9. **Insurance.**

(a) **Insurance; Coverage.** The Contractor shall, prior to beginning work, provide proof of insurance coverage to the County. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Agreement. No work pursuant to this Agreement shall begin until all insurance obligations herein are met.

(b) **Workers' Compensation.** The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Contractor shall provide the County with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.

(c) **Commercial General Liability.** The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. The Contractor shall provide an additional insured endorsement. The description of operations must state "Blanket coverage for all projects and operations of Contractor" or similar language.

12. **Nebraska Law.** This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

13. **Employee Verification.** 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. § 1324a, 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. 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. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

14. **Force Majeure.** Neither of the Parties shall be liable to the other for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond its control including, without limitation, strikes, boycotts, picketing, slow-downs, work stoppages or labor troubles of any other type, acts of God, wars, riots or national or local emergencies.


15. **Limitation of Liability.** Contractor will perform all services in accordance with applicable professional standards. The Parties agree that Contractor, its officers, directors, agents and employees, shall not be liable to County, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of One Hundred Thousand (\$100,000). In no event shall Contractor be liable for any type of incidental or consequential damages. The foregoing limitations shall not apply in the event of (i) the gross negligence, intentional fraud or willful misconduct of Contractor, (ii) any personal injury or property damages to the extent arising from Contractor's performance of services hereunder, (iii) Contractor's breach of its confidentiality obligations set forth herein, or (iv) any third party intellectual property infringement claims to the extent arising from Contractor's services or deliverables.

16. **Limited Distribution of Work Product.** Contractor's work is prepared solely for the use and benefit of County in accordance with its statutory and regulatory requirements. Contractor recognizes that materials it delivers to County may be public records subject to disclosure to third parties, however, Contractor does not intend to benefit and assumes no duty or liability to any third parties who receive Contractor's work and may include disclaimer language on its work product so stating. County agrees not to remove any such disclaimer language from Contractor's work. To the extent that Contractor's work is not subject to disclosure under applicable public records laws, County agrees that it shall not disclose Contractor's work product

to third parties without Contractor's prior written consent; provided, however, that County may distribute Contractor's work to (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Contractor's work product for any purpose other than to provide services to City, or (ii) any applicable regulatory or governmental agency, as required.

17. **Disputes.** In the event of any dispute arising out of or relating to the engagement of Contractor by County, the Parties agree to waive their rights to jury trial and to have the case heard under a bench trial in the United States District Court, District of Nebraska, or, if the United States District Court for the District of Nebraska does not have subject matter jurisdiction over the dispute, then in a State of Nebraska court of competent jurisdiction located in Lincoln, Nebraska.

18. **Integration.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, additions or deletions to the Agreement shall be binding unless approved by both Parties in writing.

EXECUTED this 11<sup>th</sup> day of May, 2017, by CONTRACTOR.  
BY:   
NAME:: CHARLES PEARL JR  
TITLE: PRINCIPAL

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Lancaster County, Nebraska.

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Deputy County Attorney for  
JOE KELLY, County Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2017

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> Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 425-709-3600</td> <td><b>FAX (A/C, No):</b> 425-709-7460</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> National Fire Ins. Hartford</td> <td><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B:</b> Valley Forge Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b> 425-709-3600	<b>FAX (A/C, No):</b> 425-709-7460	<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> National Fire Ins. Hartford	<b>NAIC #</b>	<b>INSURER B:</b> Valley Forge Insurance Company		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b>																					
<b>PHONE (A/C, No, Ext):</b> 425-709-3600	<b>FAX (A/C, No):</b> 425-709-7460																				
<b>E-MAIL ADDRESS:</b>																					
<b>INSURER(S) AFFORDING COVERAGE</b>																					
<b>INSURER A:</b> National Fire Ins. Hartford	<b>NAIC #</b>																				
<b>INSURER B:</b> Valley Forge Insurance Company																					
<b>INSURER C:</b>																					
<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> Milliman, Inc. 1301 Fifth Ave., Suite 3800 Seattle, WA 98101																					

**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	GENERAL LIABILITY			6012743223	6/30/2016	6/30/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 15,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
								\$	
								\$	
								\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR						AGGREGATE	\$	
	EXCESS LIAB							\$	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DED							\$	
	RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6012743240	6/30/2016	6/30/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				X	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 County of Lancaster its principals, officers, employees, agents, subcontractors, independent contractors, or representatives is an additional insured and coverage is primary and non-contributory on the general liability policy per the attached endorsements/forms. Waiver of subrogation applies on the workers compensation policy per the attached endorsements/forms.

<b>CERTIFICATE HOLDER</b> County of Lancaster 233 S 10th St, Ste 220 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 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



## NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.



## General Liability Extension Endorsement

## 1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

- (a) the bodily injury or property damage; or
- (b) the offense that caused the personal and advertising injury.

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

## A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

## B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

## C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury as grantor of a franchise to the Named Insured.

## D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

## E. Lessor of Land





General Liability Extension Endorsement

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional

5022900397 1743223 1467





## General Liability Extension Endorsement

insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions, or
- b. the acts or omissions of those acting on the **Named Insured's** behalf.

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard.**

**J. Vendor**

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
  - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the **Named Insured**;
  - c. any physical or chemical change in any product made intentionally by such person or organization;
  - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;
  - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
  - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) the exceptions contained in Subparagraphs d. or f. above; or
    - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply
  - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
  - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor



General Liability Extension Endorsement

c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization.

- 1. for bodily injury, property damage, or personal and advertising injury arising out of the rendering or failure to render any professional service,
2. for bodily injury or property damage included within the products-completed operations hazard; nor
3. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under DEFINITIONS the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5000-0001-001-01-14-1222-1-18



**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

Any person or organization whom you are required in a written contract or agreement.

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 Effective June 30, 2016

Policy No. 6012743240

Endorsement No.

Insured Milliman, Inc.

Premium \$

Insurance Company Valley Forge Insurance Company

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