

**AMENDMENT TO CONTRACT**  
**Annual Requirements**  
**Infectious Waste Pickup & Disposal**  
**Bid No. 15-061**  
**City of Lincoln and Lancaster County**  
**Renewal with Price Increase**  
**Stericycle**

This Amendment is hereby entered into by and between Stericycle, 4010 Commercial Avenue, Northbrook, IL 60062 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated April 10, 2015 executed under City Directorial Order No. 12888, and County Contract C-15-0185, dated April 14, 2015 for Annual Requirements - Infectious Waste Pickup & Disposal, Bid No. 15-061, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 14, 2015 through April 13, 2016, 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 Directorial Order No. 14802, executed by the City on April 4, 2016, and by County Contract C-16-0155 executed by the County Board on April 5, 2016, to renew the contract for an additional one (1) year term from April 14, 2016 through April 13, 2017; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning April 14, 2017 through April 13, 2018; and

WHEREAS, the parties wish to amend the Contract to reflect a price increase from \$26.25 per box to \$27.56 per box, per Attachment A, page 6; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$5,525.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$1,660.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City D.O. 12888 and County Contract C-15-0185, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning April 14, 2017 through April 13, 2018.
- 2) The parties wish to amend the Contract to reflect a price increase from \$26.25 per box to \$27.56 per box, per Attachment A, page 6.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$5,525.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$1,660.00 without approval by the Lancaster County Board.
- 5) 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  
Annual Requirements  
Infectious Waste Pickup & Disposal  
Bid No. 15-061  
City of Lincoln and Lancaster County  
Renewal with Price Increase  
Stericycle**

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

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

Company Name:	Stericycle, Inc.
By: (Please Sign)	
By: (Please Print)	Joe Sagala
Title:	Government Specialist
Company Address:	4010 Commercial Ave. Northbrook, IL 60062
Company Phone & Fax:	866-978-3744 / 800-507-8052
E-Mail Address:	government@stericycle.com
Date:	3/21/17
Contact Person for Orders or Service	Joe Sagala
Contact Phone Number:	866-978-3744

**City of Lincoln Signature Page**

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**AMENDMENT TO CONTRACT  
Annual Requirements  
Infectious Waste Pickup & Disposal  
Bid No. 15-061  
City of Lincoln and Lancaster County  
Renewal with Price Increase  
Stericycle**

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

ATTEST:

*Teresa J. Meier*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*David Kopf*  
Finance Director

Approved by Directorial Order No. 16750

dated March 24, 2017

**Lancaster County Signature Page**

**AMENDMENT TO CONTRACT  
Annual Requirements  
Infectious Waste Pickup & Disposal  
Bid No. 15-061  
City of Lincoln and Lancaster County  
Renewal with Price Increase  
Stericycle**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

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

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

dated \_\_\_\_\_

## Attachment A: Pricing and Site Locations

City of Lincoln and Lancaster County ATTACHMENT A								
CID	Site	Facility Name	Address	City	State	Zip Code	Program Level	Pickup Frequency
2110901	001	City/County Health Dept	3140 N St	Lincoln	NE	68510-1523	Transactional	1x/week
2110987	001	Lancaster Co Corrections/Jail	3801 W O St	Lincoln	NE	68528-1806	Transactional	On Call
2110988	001	Lancaster Correctional Fac	4420 NW 41st St	Lincoln	NE	68524-2228	Transactional	On Call
2110989	001	Youth Services Center	1200 Radcliff St	Lincoln	NE	68512-2506	Transactional	Every 12 weeks
2110991	001	Mental Health Crisis Center	825 Jay St	Lincoln	NE	68508	Transactional	On Call
2110992	001	Fire Department Station 10	1440 Adams St	Lincoln	NE	68521-1817	Transactional	On Call
2110993	001	Fire Department Station 12	2201 S 84th St	Lincoln	NE	68506-3162	Transactional	Every 12 weeks
2110994	001	Fire Department Station 2	1545 N 33rd St	Lincoln	NE	68503-1404	Transactional	On Call
2110995	001	Fire Department Station 8	2760 S 17th St	Lincoln	NE	68502-3903	Transactional	On Call
2110996	001	Fire Department Station 4	5600 S 27th St	Lincoln	NE	68512-1612	Transactional	On Call
2110997	001	Fire Department Station 5	3640 Touzalin Ave	Lincoln	NE	68507-1649	Transactional	On Call
2110998	001	Fire Department Station 13	1700 S Coddington Ave	Lincoln	NE	68522-1431	Transactional	On Call
2110999	001	Fire Department Station 7	1340 S Cotner Blvd	Lincoln	NE	68510	Transactional	On Call
2111000	001	Fire Department Station 9	901 N Cotner Blvd	Lincoln	NE	68505-2228	Transactional	On Call
2111004	001	Fire Department Station 11	3401 Lake St	Lincoln	NE	68506-6647	Transactional	On Call
2111005	001	Fire Department Station 14	5435 NW 1st St	Lincoln	NE	68521-4457	Transactional	On Call
2111006	001	Fire Department Station 1	1801 Q St	Lincoln	NE	68508-1746	Transactional	On Call
2111007	001	Fire Department Station 3	121 S 2nd St	Lincoln	NE	68508-2306	Transactional	On Call
2111008	001	Fire Department Station 6	5051 S 48th St	Lincoln	NE	68516-1215	Transactional	On Call
2111009	001	Lincoln Park Dept-Arnold Hghts	4000 NW 46th St	Lincoln	NE	68524-1639	Transactional	On Call
2111010	001	Lincoln Park Dept-Ballard	3901 N 66th St	Lincoln	NE	68507	Transactional	On Call
2111011	001	Lincoln Park Dept-Belmont	1234 Judson St	Lincoln	NE	68521	Transactional	On Call
2111013	001	Lincoln Park Dept-Eden	4400 Antelope Creek Rd	Lincoln	NE	68506-5517	Transactional	On Call
2111014	001	Lincoln Park Dept-Highlands	5511 NW 12th St	Lincoln	NE	68521-4200	Transactional	On Call
2111015	001	Lincoln Park Dept-Woods	3200 J St	Lincoln	NE	68510	Transactional	On Call
2111016	001	Lincoln Park Dept-Irvingdale	1900 W Van Dorn St	Lincoln	NE	68522-1969	Transactional	On Call
2111017	001	Lincoln Pk Dept-Star City Shor	4375 S 33rd St	Lincoln	NE	68516-1067	Transactional	On Call
2111018		Lincoln Park Dept-Univ Place	2000 N 48th St	Lincoln	NE	68504	Transactional	On Call

**Pricing Rate: Transactional**

**RATE STRUCTURE: BOX CHARGE(S) + STOP CHARGE = PICKUP FEE**

**Box Charge:** \$ 27.56 (please adhere to proper weight limits on all containers)

**Stop Charge:** \$ N/A (charged each time we stop at your facility)

**Minimum Fee Per Pick Up:** \$ N/A

**No Waste Fee:** \$ N/A (Charged when driver makes pickup and office is closed during normal business hours or there is no waste for the driver to pickup)

- Record Retention Fee: \$N/A(Manifest and waste archive)
- Special Waste: \$N/A (Charge per fixer and developer jug(s) when picked up. \*Other Additional fees: N/A

\* Explanation for other fees: N/A

**Fuel Charge:** N/A; **Energy Charge:** N/A

**Environmental / Regulatory Fee:** N/A

**Additional Notes:** N/A

**Additional Locations:**

In the event that Customer acquires, leases, takes control or otherwise adds a new medical waste-generating location in a Stericycle service area, Customer shall notify Stericycle of the new location and it shall be eligible to receive the above mentioned group rates via an addendum.

In the event any new Customer Location is party to an existing agreement for services similar to the Services by a vendor other than Stericycle: (i) Customer will use commercially reasonable efforts to terminate such agreement as soon as possible; and (ii) such locations shall immediately become a Customer Location upon the expiration of such agreement.

## **Attachment B: Future Dated Sites**



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### **Additional Locations:**

In the event that Customer acquires, leases, takes control or otherwise adds a new medical waste-generating location in a Stericycle service area, Customer shall notify Stericycle of the new location and it shall be eligible to receive the above mentioned group rates via an addendum.

In the event any new Customer Location is party to an existing agreement for services similar to the Services by a vendor other than Stericycle: (i) Customer will use commercially reasonable efforts to terminate such agreement as soon as possible; and (ii) such locations shall immediately become a Customer Location upon the expiration of such agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2017

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

<b>PRODUCER</b> Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	<b>CONTACT NAME:</b> Alex Evans <b>PHONE (A/C, No, Ext):</b> 305-476-1605 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Alex.Evans@wellsfargo.com																					
<b>INSURED</b> Stericycle Communication Solutions Inc. A subsidiary of Stericycle, Inc. 28161 N Keith Drive Lake Forrest, IL 60045	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b></td> <td>Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td><b>INSURER B:</b></td> <td>Allied World National Assurance Co.</td> <td style="text-align: center;">10690</td> </tr> <tr> <td><b>INSURER C:</b></td> <td>Trumbull Insurance Company</td> <td style="text-align: center;">27120</td> </tr> <tr> <td><b>INSURER D:</b></td> <td>Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td><b>INSURER E:</b></td> <td>Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td><b>INSURER F:</b></td> <td>Allied World Assurance Co (US)</td> <td style="text-align: center;">19489</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b>	Hartford Fire Insurance Company	19682	<b>INSURER B:</b>	Allied World National Assurance Co.	10690	<b>INSURER C:</b>	Trumbull Insurance Company	27120	<b>INSURER D:</b>	Twin City Fire Insurance Company	29459	<b>INSURER E:</b>	Lexington Insurance Company	19437	<b>INSURER F:</b>	Allied World Assurance Co (US)	19489
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**COVERAGES**

CERTIFICATE NUMBER: 11575781

REVISION NUMBER: See below

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 SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			83 CSE S13405	06/01/2016	06/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b>			83 CSE S13402 (AOS)	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			21 CSE S13403 (PR)	06/01/2016	06/01/2017	BODILY INJURY (Per person)	\$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			83 CSE S13404 (HI)	06/01/2016	06/01/2017	BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			0305-0836	06/01/2016	06/01/2017	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			83 WN S13400 (AOS)	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83 WBR S13401 (WI)	06/01/2016	06/01/2017	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Pollution Legal Liability			PLS 13187560	06/01/2014	06/01/2017	Per Incident: \$10,000,000 Aggregate: \$10,000,000	

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

City or Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission is named as additional insured as it relates to general and auto liability and waiver of subrogation is granted as in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds.

**CERTIFICATE HOLDER**

City of Lincoln and/or Lancaster County and/or  
 City of Lincoln/Lancaster County Public Building Commission  
 Attention: Brianne Crooks  
 555 South 10th Street  
 Lincoln, NE 68508

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)



## Certificate of Insurance (Con't)

### OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
F	Contractors Pollution Liab/E&O			0310-1636	06/01/2016	06/01/2017	Per Incident/Agg 10,000,000

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

<p><b>Named Insured:</b> STERICYCLE, INC.</p> <p><b>Endorsement Effective Date:</b> 06/01/2016</p>
--

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> WHERE REQUIRED BY WRITTEN CONTRACT</p>
--

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

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



**ENDORSEMENT NO. 18**

This endorsement, effective 12:01 AM, June 1, 2016

Forms a part of Policy No: EG 1932356

Issued to: STERICYCLE, INC.

By: LEXINGTON INSURANCE COMPANY

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

**ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT -  
OWNERS, LESSEES OR CONTRACTORS - YOUR WORK**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):**

**BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

**I. Solely as respects COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE E-2 PRODUCTS POLLUTION AND EXPOSURE LIABILITY, and COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY, 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, personal and advertising injury, environmental damage or emergency response costs caused, in whole or in part, by:**

**A. Your acts or omissions; or**

**B. The acts or omissions of those acting on your behalf;**

**arising out of your work or your product.**

**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.**

**II. As respects the coverage afforded the additional insured(s) scheduled above, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.**

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

**ENDORSEMENT NO. 18 CONTINUED**

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.

All other terms, conditions and exclusions shall remain the same.

A handwritten signature in black ink, appearing to be 'W. A. L.', written over a horizontal line.

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

**ENDORSEMENT NO. 13**

**This endorsement, effective 12:01 AM, June 1, 2016**

**Forms a part of Policy No: EG 1932356**

**Issued to: STERICYCLE, INC.**

**By: LEXINGTON INSURANCE COMPANY**

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

**ADDITIONAL INSURED VENDORS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person(s) or Organization(s) (Vendor ):**

**BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

**Your Products:**

**ALL PRODUCTS SOLD BY THE NAMED INSURED**

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage, or emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:
  - a. **Bodily injury, property damage, environmental damage, or emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in your product made intentionally by the vendor;
  - 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;

ENDORSEMENT NO. 13 (Continued)

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of your product;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of your product;
  - g. Your product which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or
  - h. **Bodily injury, property damage, environmental damage or emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Sub-paragraphs d. or f. above; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of your product.
2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.
3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph 4. **Other Insurance** is deleted in its entirety and replaced with the following:

**4. Other Insurance**

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions shall remain the same.

  
\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

**ENDORSEMENT NO. 9**

This endorsement, effective 12:01 AM, June 1, 2016

Forms a part of Policy No: EG 1932356

Issued to: STERICYCLE, INC.

By: LEXINGTON INSURANCE COMPANY

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

**SECTION IV - CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule below.

**SCHEDULE**

**Name of Person or Organization:**

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

All other terms, conditions, and exclusions shall remain the same.



\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)



