

ADDENDUM NO. 5

Whereas, the Southeast Metro Stormwater Authority (SEMSWA) and Curbside Inc. (CONTRACTOR) entered into an Agreement on April 10, 2007, for services related to Household Hazardous Waste Collection and Recycling; and

Whereas, SEMSWA has determined that said services are needed for household hazardous waste collection and recycling curbside services for calendar year 2012; and

Whereas, the CONTRACTOR is able to provide said services; and

Whereas, the Agreement states that annual addendums to the Agreement may be used if the proposed costs for services do not increase, as a whole, more than 5% from one contract period to the next; and

Whereas, the CONTRACTOR will provide 2012 services for a lower cost than 2011 prices and will provide an "e-waste" collection feature new for 2012, as specified in their letter dated December 20, 2011 "Curbside HHW Program for 2012" (attached).

Now therefore, it is mutually agreed as follows:

1. CONTRACTOR shall provide Household Hazardous Waste Collection and Recycling services including an "e-waste" pickup program for the period January 1, 2012 to December 31, 2012. The scope of work for these services are as stated in Attachment A, an attachment to the April 10, 2007 Contract Agreement and as described in the December 20, 2011 "Curbside HHW Program for 2012" letter. In general, the CONTRACTOR shall provide curbside household hazardous waste collection and recycling services for 2012.
2. The compensation for the 2012 household hazardous waste collection and recycling services shall be in the amount not to exceed \$55,000.00. SEMSWA is only responsible for payment for services rendered by CONTRACTOR up to the not to exceed amount. SEMSWA is not obligated for services not performed by CONTRACTOR and as directed by SEMSWA. All payments shall be made in accordance with the compensation provisions in the December 20, 2011 "Curbside HHW Program for 2012" letter as pertains to those specified items. Other payments for ancillary collection activities shall be made in accordance with the compensation provisions in the April 10, 2007 Agreement.
3. All provisions of the original April 10, 2007 Agreement, not inconsistent with this ADDENDUM NO. 5 are incorporated by reference as if fully set forth herein.

WM Curbside, Inc.

Attest:

Authorized Representative
Title: _____

Date: _____

Southeast Metro Stormwater Authority

John A. McCarty, Executive Director

Date: _____