

ADDENDUM NO. 3

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 services are needed for household hazardous waste recycling and curbside collection services for calendar year 2010; 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 2010 services for the same cost as 2009 prices, as specified in their letter dated December 2, 2009 "Curbside HHW Program for 2010" (attached).

Now therefore, it is mutually agreed as follows:

1. CONTRACTOR shall provide Household Hazardous Waste Collection and Recycling services for the period January 1, 2010 to December 31, 2010. The scope of work for these services are as stated in Attachment A, an attachment to the April 10, 2007 Contract Agreement. In general, the CONTRACTOR shall provide curbside household hazardous waste collection and recycling services for 2010.
2. The compensation for the 2010 household hazardous waste collection and recycling services shall be in the amount not to exceed \$45,000.00. 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 2, 2009 "Curbside HHW Program for 2010" 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. 3, are incorporated by reference as if fully set forth herein.

Curbside, Inc.

Attest:

Authorized Representative

Title: _____

Date: _____

Southeast Metro Stormwater Authority

Bart Miller, Chairman

Date: _____