

ADDENDUM NO. 1

Whereas, the Southeast Metro Stormwater Authority (SEMSWAC) and Curbside Inc. (CONTRACTOR) entered into an Agreement on April 10, 2007, for Engineering Services related to Household Hazardous Waste collection; and

Whereas, SEMSWA has determined that services are needed for household hazardous waste recycling and curbside collection services for calendar year 2008; and

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

Whereas, the CONTRACTOR will provide 2008 services at 2007 prices, as specified in Attachment A, Section II of the 2007 Curbside Contract.

Now therefore, it is mutually agreed as follows:

1. CONTRACTOR shall provide Household Hazardous Waste Collection and Recycling services for the period January 1, 2008 to December 31, 2008. 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 services for 2008.
2. The compensation for the 2008 household hazardous waste collection 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 Attachment A, Section II of the 2007 Curbside Contract (attached) 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. 1, are incorporated by reference as if fully set forth herein.

Curbside, Inc.

Attest:

Authorized Representative

Title: _____

Date: _____

Approved By: _____
Bart Miller, Chairman, Southeast Metro Stormwater Authority

Date: _____