

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**AMENDMENT #1 TO THE CONTRACT BETWEEN THE CITY OF DURHAM  
AND SONOCO RECYCLING, INC.  
FOR PROCESSING AND MARKETING RECYCLABLE MATERIALS**

THIS AMENDMENT ("Amendment #1") is made and entered as of this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Durham, a North Carolina municipal corporation ("City"), and Sonoco Recycling, Inc., a corporation organized and existing under the laws of North Carolina ("Contractor").

**1. Amendment to the Existing Contract.** The contract between the parties entitled "Contract Between the City of Durham and Sonoco Recycling, Inc for Processing and Marketing Recyclable Materials", dated December 14, 2009 (hereinafter "CONTRACT"), is hereby amended as follows:

**2. Section 3. Terms. Initial Term.** is deleted and replaced with the following:

The initial term of this Agreement commenced on December 14, 2009 (Commencement Date) and was to expire after two (2) years, at 11:59 p.m. (the "Initial Term"). The City and the Contractor have agreed to an extension of the "Initial Term" for an additional two (2) years, beginning on November 1, 2011 and expiring October 31, 2013 at 11:59 pm. Should the City choose to issue an RFP for Processing and Marketing of Recyclable Material during the term of this Agreement, and if an intent to award is made to another service provider, at the direction of the City, the Contractor shall continue to accept the materials delivered to the Facility under the terms of this Agreement for up to a period of ninety (90) days after being notified of its intent to terminate or award to another provider.

**3. Section 5. Costs and Compensation.** is deleted and replaced with the following:

Contractor will pay the City the sum of \$30.00 per ton for all Single Stream Recyclables delivered to their Durham location, provided the average monthly value (AMV) for commodities received is equal to or greater than \$90.00 per ton. If the average monthly value (AMV) is less than \$90.00 per ton, Contractor will pay the City the sum of \$18.00 per ton. Pricing shall be determined by using the Official Board Market High Side Southeast and the Waste & Recycling News Commodity Pricing Index publications as of the 1<sup>st</sup> Wednesday of each month.

Contractor will pay the City for all Old Corrugated Cardboard (OCC) delivered to the Durham, NC location at a per ton rate of Official Board Market High Side Southeast less a Contractor's fee of \$30.00 per ton as of the 1<sup>st</sup> Wednesday of each month. At no time during the course of this agreement will the City incur any financial liability for processing City OCC.

The Contractor will reconcile monthly tonnage receipts for the City's deliveries and remit payment no later than the 10<sup>th</sup> day of each calendar month for the prior month's deliveries by the City. Contractor's payment will be accompanied by a statement of the number of tons of

City Single Stream Recyclables and the City OCC received during the month. At no time will the City incur any financial liability for processing the City Single Stream Recyclables.

Contractor agrees to pay City demurrage charges at a rate of \$25.00 per fifteen (15) minutes of wait time when the City or its agent is delayed, beyond normal dumping times, for more than fifteen (15) minutes while attempting to off-load at the Facility. For example, if the City vehicle or its agent waits for fifteen (15) minutes, beginning the 16<sup>th</sup> minute up to 30 minutes, a charge of \$25.00 shall be incurred by Contractor, and an additional charge will be incurred every fifteen (15) minutes, and each fraction thereof.

**4. Attachment A. Scope of Services** is amended by replacing the existing subsections 8 and 9 in their entirety with the following:

8. Provide three (3) public e-waste recycling events per calendar year. The City will share half the costs of each event, not to exceed \$2,000 per event. Each event must take place within the City limits, at a location approved by the City. E-waste recycling will include discarded, obsolete, and broken electrical or electronic devices such as computers, entertainment device electronics and mobile phones.

9. Provide three (3) public paper shredding events per calendar year. To raise awareness of and to promote prevention of consumer fraud and identity theft, the Contractor will organize three (3) community shredding events to provide citizens the opportunity to have their confidential documents destroyed on site, free of charge. The City will share half the costs related to each event, not to exceed \$2,000 per event. The events must take place within the City limits, at a location approved by the City. Should E-waste and paper shredding events be held together, at the same time and place, the City's total expense per combined event will not exceed \$4,000.

**5. Attachment A. Scope of Services** is amended by deleting subsection 10 in its entirety.

**6. Attachment A. Scope of Services** is further amended by adding the following new subsection:

15. Both parties agree that in the event the City elects to seek processing of recyclables by local facility construction during this term or an extension period, the Contractor will receive an opportunity for collaboration and consideration on said project.

7. Except as amended, the Contract is reaffirmed and remains in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have caused this Amendment to be executed by their duly authorized officers under seal.

SONOCO RECYCLING, INC.

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

ATTEST:

\_\_\_\_\_  
Secretary

(Affix corporate seal)

CITY OF DURHAM

BY: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Clerk

State of \_\_\_\_\_  
County of \_\_\_\_\_

**ACKNOWLEDGMENT BY  
SONOCO RECYCLING, INC.**

I, a notary public in and for the aforesaid county and state, certify that \_\_\_\_\_ personally appeared before me this day and stated that he or she is \_\_\_\_\_ of Sonoco Recycling, Inc., a corporation organized, and that by authority duly given and as the act of the corporation, he or she signed the foregoing

contract with the City of Durham and the corporate seal was affixed thereto. This, the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of North Carolina  
County of DURHAM

**ACKNOWLEDGEMENT BY  
CITY OF DURHAM**

I, \_\_\_\_\_, a Notary Public for the aforesaid County and State, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the \_\_\_\_\_ City Clerk for the City of Durham, a municipal corporation, and that by that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its \_\_\_\_\_ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk. This, the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
City's Finance Officer

\_\_\_\_\_  
Date