

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**AMENDMENT #4 TO THE
SCRAP TIRE DISPOSAL/RECYCLING SERVICE CONTRACT
BETWEEN THE CITY OF DURHAM AND CENTRAL CAROLINA HOLDING, LLC**

This Contract Amendment (“Amendment #4”) is made and entered into the ____ day of _____, 2015, by Central Carolina Holding, LLC, a limited liability company organized and existing under the laws of _____, whose principal office and place of business is Cameron, North Carolina (the “Contractor”) and the City of Durham, North Carolina, a municipal corporation (the “City”). The contract between the parties entitled "Scrap Tire Disposal/Recycling Service", dated October 1, 2002 ("Agreement") is amended as follows:

Amendment to the Existing Agreement. The agreement between the parties entitled “Scrap Tire Disposal/Recycling Service” between the City of Durham and Central Carolina Holding, LLC dated October 1, 2002, referred to as the “Original Contract” has had three amendments for contract extensions as follows: first amended in October 2005 (“Amendment #1”), again in October 2010 (“Amendment #2”) and again in October 2013 (“Amendment #3”). The Original Contract as amended is hereby further amended as follows:

1. The second paragraph addressing service dates and contract costs will be deleted in its entirety. It will be replaced with the following paragraph:

This is a service contract to provide the above service required by the City from October 1, 2015 to September 30, 2017. At the conclusion of the two year term, the contract may be renewed by the City for one additional two year term, with a possible maximum contract period of 9 years following the 2010 bid process. The City will pay the Contractor \$74.50 per ton for tire hauling and disposal. The sum to be paid by the City under this contract will be approximately \$239,000 for each year of the contract, not to exceed a total Contract cost of \$478,000 for the two-year extension.

2. 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 #4 to the Scrap Tire Disposal/Recycling Service Contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CENTRAL CAROLINA HOLDING, LLC

BY: _____

Name: _____

Title: _____

State of: _____

County of: _____

I, a notary public in and for the aforesaid county and state, certify that _____ Personally appeared before me this day and state that he or she is _____ of Central Carolina Holding, LLC, a limited liability company, and that by authority duly given and as the act of compensation, he or she signed the foregoing contract with the City of Durham and the corporate seal was affixed thereto. This the ___ day of _____, 2015.

Notary Public

My commission expires: _____

CITY OF DURHAM

BY: _____

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

FINANCE OFFICER

DATE