

**THIS CONTRACT AMENDMENT** is made and entered into this 1st day of May, 2025, by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **HDR Engineering, Inc., of the Carolinas** (hereinafter referred to as “**Contractor**,” also referred to as “**Designer**” or “**Design Consultant**” previously).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated **November 5, 2018**, for the provision of: design services for a master plan and site plan for the upgrades to the Northern Durham Solid Waste Convenience Site, (hereinafter the “**Original Agreement**”); and

WHEREAS, in order to account for additional phases and other terms, the County and Contractor have amended said contract on four prior occasions, summarized as follows:

1. Amendment 1, December 19, 2019: Extended the term to June 30, 2020 and added additional compensation of \$230,000, bringing total compensation to \$364,462.00.
2. Amendment 2, July 1, 2020: Extended the term to June 30, 2022 and added additional compensation of \$186,505, bringing total compensation to \$550,967.00.
3. Amendment 3, February 14, 2022: Added additional compensation of \$50,000, bringing total compensation to \$600,967.00.
4. Amendment 4, August 31, 2022: Extended the term to June 30, 2023 and added additional compensation of \$29,395, bringing total compensation to \$630,362.00.
5. Amendment 5, February 27<sup>th</sup>, 2024: Extended the term to June 30, 2024 and added additional compensation of \$ 30,470.00 for a total compensation to \$660,832.00.

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement and prior Amendments not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through June 30, 2026.
2. The compensation paid to Contractor shall be increased by \$6,000 for a total amount not to exceed \$666,832.00.
3. Further terms and conditions of this Amendment are described in “Attachment A.” Attachment A is attached hereto and is incorporated herein.
3. By execution hereof, the person signing for Contractor below certifies to having read this Contract Amendment and its Attachment, and to being duly authorized to execute this contract on behalf of the Contractor.

4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment, including its Attachment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name/Title: **Claudia Hager, County Manager**

Print Name/Title: **Jonathan Henderson**

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

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

\_\_\_\_\_  
**Crystally Wright, Durham County Chief Financial Officer**