

**AMENDMENT NO. 1
TO
CONSULTING SERVICES FOR TEXACO
ROAD SURVEY (PARISH PROJECT NO.
P230601)**

THIS AMENDMENT NO. 1 is made and entered into on this

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

Bryant Hammett & Associates, LLC represented herein by Bryant Hammett, Jr., PE, PLS, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “Consultant”):

WHEREAS, On July 10, 2023 the St. Charles Parish Council approved Ordinance No. 23-7-7 to authorize an Agreement between St. Charles Parish and Bryant Hammett & Associates, LLC, for the Texaco Road Survey (Project No. P230601) in the lump sum amount of \$41,640.00; and,

WHEREAS, St. Charles Parish desires to complete additional surveying on Texaco Road from Lakewood Pump Station to the Blouin Canal Pump Station for a lump sum amount of \$21,015.00; and,

WHEREAS, the additional survey will collect information on right of ways and servitude locations not included in the original survey; and,

WHEREAS, Amendment No. 1 between St. Charles Parish and Bryant Hammett & Associates, LLC describes the details of the proposed services and compensation.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

Add the following to Attachment "A":

Control Point Survey and Baseline:

Control points will be established for the project to provide horizontal and vertical reference points for the project. Two main control points will be established using GPS technology with OPUS Observations. Temporary work points will also be established, as needed, along the route to facilitate the survey work. The horizontal control will be referenced to the North American Datum of 1983 (NAD83), with northings and easting coordinates shown as State Plane Coordinates. The vertical control network will be referenced to the North American Vertical Datum of 1988 (Geoid 18).

Right of Way:

BHA will perform the necessary research, field work, and calculations to identify the right of way along the Cousins Canal and Texaco Rd. from the Lakewood Drive Pump Station to the Blouin Canal Pump Station. Any existing servitudes found in the records will be shown on the survey as well.

Items Not Included:

No additional topographic features will be surveyed as part of this proposal. BHA will utilize the existing topographic survey drawings as the baseline for this survey. Individual boundary survey drawings will not be included as part of this proposal. The right of way information will be shown on the existing survey drawings for the Texaco Rd/Cousins Canal corridor

Deliverables:

BHA will update the existing plan view drawings with the right of way added. Electronic drawing files will be produced using AutoCAD software. Signed and Sealed PDFs will be provided as well as an ASCII point file containing all survey points and feature code descriptions.

ATTACHMENT "B"

Add the following to Attachment "B":

The CONSULTANT shall complete the boundary survey within 4 months of the Notice to Proceed.

Time for Completion:

- If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
- If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services shall be adjusted equitably.

- If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"

Add the following to Attachment "C":

OWNER shall pay CONSULTANT on a Lump Sum basis for Basic Services set forth in Attachment A as follows:

The total compensation for surveying services as described in Attachment A is estimated to be \$21,015.00 for the Boundary Survey.

Compensation:

- a. The CONSULTANT charges shall constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this

BRYANT HAMMETT & ASSOCIATES, LLC

ST. CHARLES PARISH

By:

Name: Elizabeth Tanner

Title:

Date:

By:

Name:

Title:

Date:

WITNESS

WITNESS

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:
