

BOARD OF SUPERVISORS

MADISON COUNTY, MISSISSIPPI

Department of Engineering
Tim Bryan, P.E., PTOE, County Engineer

3137 South Liberty Street, Canton, MS 39046
Office (601) 855-5582 FAX (601) 859-5857

MEMORANDUM

July 17, 2025

To: Casey Brannon, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Supplemental Agreement No. 2
Yandell Road Signal Installation at N Old Canton Road
Project No. STP-7024-00(001) LPA 109649/701000

The Engineering Department requests approval of this Supplemental Agreement #2 with Benchmark Engineering & Surveying LLC to begin the right-of-way acquisition phase of their project. Project will include the acquisition of 10 parcels for a fee of \$117,975.00

The original contract was signed and dated as of November 18, 2024, with the original contract cost of \$357,676.04, Supplemental Agreement No. 1 was approved on July 17, 2025, for \$64, 695.15. With the addition of Supplemental Agreement #2, the revised total contract is \$571,384.29.

CASEY BRANNON
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL M. BANKS
District Four

PAUL GRIFFIN
District Five

**SUPPLEMENTAL AGREEMENT NO. 2
BETWEEN OWNER AND BENCHMARK ENGINEERING & SURVEYING, LLC
FOR PROFESSIONAL SERVICES**

THIS IS A SUPPLEMENTAL AGREEMENT effective as of _____ ("Effective Date") between the Madison County Board of Supervisors ("Owner") and Benchmark Engineering & Surveying, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Yandell Road Signal Installation at North Old Canton Rd., STP-7024-00(001)LPA, 109649/701000.

Part 1 – Scope of Services

The general scope of services for this Supplemental Agreement includes ROW Acquisition Fees and Survey Maps and Deeds for both the Bridge Projects and LPA Project:

- 1.01 Engineer's scope of services as listed Exhibit 2 – (Attached)
- 1.02 Basic Agreement and Period of Service – Engineer shall provide or furnish the Services set forth in this Agreement until the project has been let to construction.

Part 2 – Invoicing and Payment

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall invoice Owner for services rendered for the previous month. For lump sum and percentage methods of payment, the invoice will be based on the Engineer's estimation (in percentage) of work completed at the time of billing. Invoice will show an amount due with a general description of services, % complete, & amount remaining in Contract. For Cost-Plus-Fixed-Fee method of payment, the amount of fixed fee billed shall be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement.
- B. *Invoice Due Date & Penalties:* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and/or expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer may be increased at the rate of 1.5% per month from said thirtieth day, and (2) in addition, Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 and 2.03. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise

Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment — Proposed Fee*

A. Owner shall pay Engineer for Services as follows:

1. We propose a Cost + Fixed Fee Supplemental with a Not to Exceed (NTE) amount of **\$149,013.10** with a Fixed Fee of **\$3,325.51** for the Scope of Work described above based on the fee proposal shown Exhibit 1. Each invoice will have an itemized breakdown of the personnel; description of services and hours worked for that invoice period.

- a. *Amount of Original Contract: \$357,676.04*
- b. *Amount of Supplemental Agreement No. 1: \$64,695.15*
- c. *Amount of Supplement Agreement No. 2: \$149,013.10*
- d. *Amount of Revised Total Contract: \$571,384.29*

Additional Reimbursable expenses shall conform to the Original Contract.

2.03 *Additional Services:* For Additional Services that are not included in the attached scope of services, Owner shall pay Engineer at the standard hourly rates defined in the attached fee proposal.

Part 3 – General Terms and Conditions

3.01 The General Terms and Conditions for this Supplemental Agreement shall follow those agreed upon in the Original Contract dated November 18th, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement per the Effective Date.

Owner: Madison County Board
Board of Supervisors

Engineer: Benchmark Engineering & Surveying, LLC

By: _____
(Signature)

By: _____
(Signature)

Name: Gerald Steen
(Print)

Name: Matthew Miller, P.E., P.L.S.
(Print)

Title: Board President

Title: Vice-President

Date: _____

Date: _____

Witness: _____
(Signature)

Witness: _____
(Signature)

Witness Name: _____
(Print)

Witness Name: _____
(Print)

Supplemental Agreement No. 2

Exhibit 2 (Scope of Services)

Yandell Road Signal Installation at North Old Canton Rd.

STP-7024-00(001)LPA 109649/701000

The following services shall be performed by Benchmark Engineering and Surveying, LLC.

The following services will be performed by the ENGINEER in accordance with this Supplemental Agreement.

General Requirements and Scope of Services:

Benchmark Engineering and Surveying, LLC (ENGINEER) shall provide engineering/technical assistance to the OWNER for the referenced project. These services shall include:

Professional Surveying Services

- Boundary and Property Corner Staking
- ROW Survey Plats and Legal Descriptions
- Index Maps
- Appraisal Maps
- QA/QC

Professional ROW Acquisition Services – The right-of-way acquisition for both the bridge projects and the LPA project will be subject to 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. See attachment from IROW.

Project Management – The ENGINEER will provide QA/QC checks on all documents to ensure accuracy of the documents produced.

Supplemental Agreement No. 2

Yandell Road Signal Installation at North Old Canton Rd.
Madison County
STP-7024-00(001)LPA 109649/701000
Benchmark Engineering & Surveying, LLC
6/26/2025

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Meetings									
Environmental									
Geotechnical									
Roadway									
Bridge									
Hydraulics									
ROW / Survey Maps & Deeds	226	\$117,975.00	\$12,752.56	\$14,960.03	\$0.00	\$27,712.59		\$3,325.51	\$149,013.10
PS&E/Advertisement									
Total	226	\$117,975.00	\$12,752.56	\$14,960.03		\$27,712.59		\$3,325.51	\$149,013.10

Grand Total \$149,013.10

Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

Right of Way / Survey Maps and Deeds

Yandell Road Signal Installation at North Old Canton Rd.

Madison County

STP-7024-00(001)LPA 109649/701000

Benchmark Engineering & Surveying, LLC

6/26/2025

MDOT Process Item Description	No. Sheets	Estimated Hours								Total Hours
		Principal	Sr. Project Manager	Surveying Director	Survey Party Chief	Survey Rodman	Survey CAD Tech			
Survey Property Corners (Outside ROW)	N/A				24.0	24.0	8.0			56.0
Preparation of Survey Plats and Legal Descriptions	30	4.0	8.0				40.0			52.0
Preparation of Index and Appraisal Maps	6	2.0	4.0				20.0			26.0
Coordination with ROW Consultant/Property Owners/County/MDOT	N/A	20.0	48.0							68.0
Quality Control	N/A		8.0	16.0						24.0
Totals	36.0	26.0	68.0	16.0	24.0	24.0	68.0	0.0	0.0	226.0
Total Hours	36.0	26.0	68.0	16.0	24.0	24.0	68.0			226.0

Raw Labor Rates

\$84.14

\$76.92

\$67.31

\$38.80

\$28.80

\$38.75

\$0.00

\$0.00

Labor Cost

2187.6

5230.6

1077.0

931.2

691.2

2635.0

12,752.56

Overhead

%

117.3100%

\$14,960.03

Fixed Fee

%

12.00%

\$3,325.51

FCCM Overhead

%

0.00%

\$0.00

Direct Costs:

Qty.

Unit Price¹

Mileage

Meals

Lodging

Postage

Supplies

Reproductions

Other

¹ See State Travel Handbook

Total Direct Costs:

Prime Total

\$31,038.10

Subconsultant A

\$117,975.00

Subconsultant B

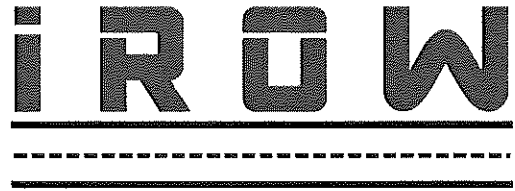
Subconsultant Total

\$117,975.00

Project Total

\$149,013.10

Integrated Right of Way
P. O. Box 3066
Madison MS, 39130
Phone: 601-790-0443



June 27, 2025

Mr. Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC
660 Katherine Drive
Suite 302
Flowood, MS 39232

Re: 109649/701000 Intersection at N. Old Canton Road & Yandell Road LPA

Mr. Burt,

We submit for your review iROW's Cost Estimate #1.

The total price of the tasks ordered through the services listed herein will not exceed the estimated "Total Cost" listed below.

\$117,975.00

iROW ("Contractor") warrants that the price per unit stated in the Schedule for *109649/701000 Intersection at N. Old Canton Road & Yandell Road LPA Project* is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements beyond standard commercial practice.

The Contractor shall promptly notify Benchmark Engineering & Surveying, LLC ("Contracting Officer") of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The increased contract unit price shall be effective-

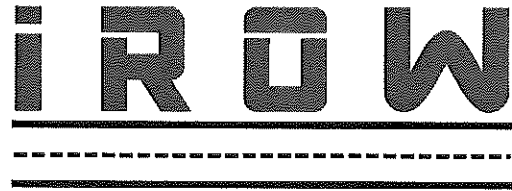
(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.



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(2) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(3) No modification increasing the contract unit price shall be executed under this paragraph until the Contracting Officer verifies the increase in the applicable established price.

(4) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

Properties Included (10) with iROW Cost Estimate #1

Estimated Costs Associated with Authorized Services

Cost Estimate #1			
Service	Units	Price Per Unit	Total Cost
Title / Certificates	10	\$1,200	\$12,000.00
Appraisal Valuation	10	\$3,000	\$30,000.00
Appraisal Review	10	\$1,500	\$15,000.00
Partial Release	10	\$500	\$5,000.00
Parcel Acquisition	10	\$3,500	\$35,000.00
Additional Signatures (>2)	5	\$100	\$500.00
SUBTOTAL			\$97,500.00
Project Management	%	10%	\$9,750.00
Incidentals	%	10%	\$10,725.00
TOTAL			\$117,975.00

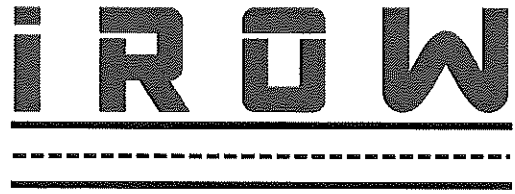
**Please note the above proposed prices are service fees only. Any additional fees incurred due to extra material charges from subcontractors (i.e., personal property movers, bank charges, etc.) will be submitted as a change order request with documentation for approval and reimbursement prior to the incurrence of the additional fee.

Approval signature area on next page.



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A handwritten signature in black ink, appearing to read 'J. Turner II', is written over a horizontal line.

James O. Turner II, President
Integrated Right of Way, LLC

Date: 06/27/2025

Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC
(Authorized Signature)

Date: _____



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