

Attachment A

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS (MORE THAN \$100,000) *

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and: Benchmark Land Use Group, Inc. dba Benchmark Resources ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

- 1. SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:
Provide, as part of the Surface Mining and Reclamation Act (SMARA), for inspection years 2021 through 2023, annual mine inspections and reporting, document review and recommendations, support for reclamation plan amendments and mining use permits and related California Environmental Quality Act (CEQA) review, and general SMARA program support.
- 2. PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$311,898.00
- 3. TERM OF AGREEMENT.** The term of this Agreement is from August 24, 2021 to July 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 4. ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

- 5. PERFORMANCE STANDARDS.**
 - 5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
 - 5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01 CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any

other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

9.0 INSURANCE.

9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02. Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

9.03. Insurance Coverage Requirements:

Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad Form Property Damage, Independent Contractors, Products and Completed Operations with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers’ Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State

of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of each endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits CONTRACTOR to disclose

such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04. Access to and Audit of Records. The County shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000.00, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05. Royalties and Inventions. County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

- 11. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

- 12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
- 13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, worker’s compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR’s failure to pay such taxes.
- 14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’s contract administrators at the addresses listed below:

| FOR COUNTY: | FOR CONTRACTOR: |
|--|--|
| Kathy Nielsen, Management Analyst II | David E. Brown, Principal |
| Name and Title | Name and Title |
| Housing & Community Development 1441 Schilling Place, South 2 nd Floor Salinas, CA 93901-4527 | 2515 East Bidwell Street Folsom, CA 95630 |
| Address | Address |
| (831) 755-4832 194-HCD-Contracts@co.monterey.ca.us | (916) 983-9193 |
| Phone | Phone |

15. MISCELLANEOUS PROVISIONS.

- 15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any terms or conditions in this Agreement.
- 15.04. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10. Time is of the Essence. Time is of the essence in each and all the provisions of this Agreement.
- 15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16. Integration. This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: DocuSigned by:
Robert L. Brayer, DCC

FBACA339C87E456 County Counsel

Date: 8/4/2021

Approved as to Fiscal Provisions²

By: DocuSigned by:
Gary Giboney

D3834BFEC1D844 Auditor-Controller
8/4/2021

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Benchmark Land Use Group dba
Benchmark Resources

By: DocuSigned by:
Dave Brown

(Signature of Chair, President, or Vice President) *

David E. Brown, Principal
Name and Title

Date: 8/2/2021

By: DocuSigned by:
Bruce Steubing

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Robert Bruce Steubing, Secretary
Name and Title

Date: 8/2/2021

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by County Counsel is required for all Professional Service Agreements over \$100,000.

² Approval by Auditor-Controller is required for all Professional Service Agreements.

³ Approval by risk Management is required only if changes are made in paragraph 8 or 9.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Benchmark Land Use Group, Inc. dba Benchmark Resources, hereinafter referred to as
“CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1.1 INTRODUCTION

CONTRACTOR will administer and manage the County Surface Mining and Reclamation Act (SMARA) Compliance Program on behalf of, and in coordination with, the County at the fourteen (14) mine sites identified in Attachment A of this Exhibit A.

1.2 MINE INSPECTIONS AND ANNUAL COMPLIANCE REVIEW

Section 2774 of SMARA requires inspection to ensure mine conformance with mine reclamation plans. Annual inspection by Benchmark Resources involves the following tasks:

1.2.1 Mine Inspections and Reporting

Mine inspections will be conducted by Andrew Heinemann. Mr. Heinemann is a California-licensed geologist and has not been employed by any of the surface mining operations within the County during the previous 12 months, consistent with Public Resources Code (PRC) Section 3504.5 regarding conflicts of interest. The inspections will be conducted using the guidance document for surface mine inspections (GDSMI) as described in California Code of Regulations (CCR) Section 3504.6.

Benchmark Resources will perform the inspections within the 12-month requirement of the previous inspections and work with each operator to schedule the inspections on the dates requested by the operator in the annual report form required by PRC Section 2207.

Listed below are the subtasks for the mine inspections:

- review previous inspection reports to determine if corrective actions or violations were noted;
- review County files and correspondence(s) for previous corrective actions or violations;

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- review the California Department of Conservation (DOC), Division of Mine Reclamation;
- (DMR) input to the County via the Lead Agency Review Team as applicable;
- review County files for any reclamation plan amendments;
- confirm current operator/owner information;
- coordinate with operators and make sure annual reports (MRRC-2) have been filed and copies have been submitted to the County per PRC Section 2207, review submittals;
- review operator annual reports for the previous year regarding reported acreages disturbed and reclaimed;
- review the approved reclamation plan, and any amendments thereto, to ascertain the reclamation commitments and expected conditions at the current phase of operations;
- document:
 - operating parameters, height, depth, acreage, and phasing;
 - reclamation goals and schedule;
 - County conditions of approval; and
 - plan commitments for wildlife habitat, backfilling, regrading slope stability, recontouring, revegetation, drainage and erosion control, stream protection and groundwater, and topsoil salvage and distribution.
- schedule and coordinate site inspection and attendees;
- prepare file records available at inspection;
- acquire aerial photographs and measure current site acreage;
- overlay site boundaries and permitted operating limits and setbacks and evaluate compliance;
- travel to site and perform scheduled inspection;
- document field conditions relative to SMARA performance standards;
- prepare draft written report, graphics, and photographs;
- prepare completion compliance form noting any violations and/or steps taken to correct these violations;
- review draft report with County staff, and operator as appropriate, and
- prepare final reports in triplicate for distribution to the County, operator, and DMR.

Benchmark's annual inspections and reports are typically prepared under a fixed-fee budget per site, because that cost structure is preferred by most lead agencies and operators (as compared to annual consulting rates).

Deliverable

Completed mine inspection reporting forms and supporting documentation, such as site photos (electronic submittal).

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

1.2.2 Annual Financial Assurance Cost Estimate (FACE) Update Verification or Preparation

Recent changes to SMARA requirements regarding the overall inspection process and financial assurance cost estimate (FACE) review were effective July 2017. In particular, the FACE submittal and review process changed substantially. The operator must submit the updated FACE within 30 days of the inspection and inspections must be performed within 12-month intervals. Benchmark is very familiar working with these requirements and will schedule the tasks to meet the required timelines.

Benchmark Resources can review and make recommendations to clarify, substantiate, and standardize the reclamation estimates submitted annually by operators in accordance with CCR Section 3804(c). The estimates are reviewed in accordance with the requirements of Section 2773.1 of the SMARA statutes and Section 3800 et seq. of the SMARA regulations. We are aware that certain mine operators have relied on the lead agency to prepare an annual update to their FACE and hereby provide our scope of services for both the FACE verification and FACE preparation on behalf of an operator. (This is similar to other counties we service where the agency prepares all or some of the FACE updates, and it has shown to be an efficient process and provides better control over the lead agencies involvement in the development of the financial assurances).

1.2.3 FACE Verification

Financial assurance verification by Benchmark Resources involves:

- contacting the operator and providing guidance and follow-up to receive the operator's proposed annual estimate submitted in accordance with PRC Section 2773.1(a)(3);
- determining the current California labor and equipment rates or locally established rates;
- reviewing operator costs relative to current field conditions, aerial photographs, primary reclamation activities (grading), revegetation, structure and equipment removal, miscellaneous costs, monitoring, and reclamation administrative costs;
- acquiring the current financial assurance mechanism (FAM) (bond) value;
- comparing the bond value to the FACE, and
- reviewing, resolving, and reporting discrepancies.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Benchmark Resources documents this review of the adequacy of the FACE and, if necessary, provides comments to the County regarding potential inadequacies. Upon completion of the FACE updates and/or verification, Benchmark Resources drafts adequacy letters on behalf of the County for submittal to DMR for their 45-day review.

1.2.4 FACE Preparation

Benchmark Resources is prepared to complete annual FACE updates, whether requested by the operator or requested by the County where the operator does not submit the annual update in a timely or reliable fashion. The preparation of each FACE typically includes:

- review of current site conditions, reclamation status, and plans for the next 12 months;
- preparation of the California-required FACE form (FACE-1 Form);
- review of equipment and labor requirements for reclamation,
- annual update of rates per the *California Department of Industrial Relations General Prevailing Wage Determinations* and the *California Department of Transportation Labor Surcharge and Equipment Rental Rates*;
- review and/or coordination of additional quotes for revegetation costs and site equipment valuation and dismantling, and
- preparation of necessary graphics and related calculations regarding areas of grading, revegetation, and soil volumes.

1.2.5 Financial Assurance Mechanisms (FAM)

The FAM must take one of the forms specified as acceptable by State Mining and Geology Board (SMGB) guidelines (i.e., payable statement, letters of credit, surety bond, or certificate of deposit). The mechanisms are held by the County.

Following annual review and recalculation of financial assurance, Benchmark Resources will compare the new amount to the mechanism and recommend revisions as necessary.

Deliverables

- FACE on the most recently DMR approved form (*if County requests, Benchmark Resources to complete form for operators requesting assistance*).
- FACE adequacy letters for submittal to DMR and operators (*electronic submittals*).
- FACE approval notification with updated FAM requests to operators.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

1.2.6 Conditions of Approval Compliance Review

If determined necessary, Benchmark Resources will complete a condition compliance review simultaneously with the annual mine inspections. The review will be for those operations that are subject to a use permit. We will evaluate the status of compliance and provide recommendations for enforcement or future monitoring. The tasks to perform this review include:

- review of records and preparation of a summary of conditions of approval;
- incorporation of mitigation measures adopted through a mitigation monitoring and reporting program (MMRP).

Documentation of conditional use permit compliance outside of the comments in the MRRC-1 Inspection Reports has not been completed since 2014. Benchmark Resources is prepared to provide a conditional use permit compliance review report for each mine site for an additional fixed cost per site.

1.3 Additional Services

In addition to providing support in administering and managing the County's SMARA program, Benchmark Resources is available to assist the County, on an as-needed basis, with review and reporting of new mine permit applications, reclamation plans (or amendments), new mining operators report forms, and with the preparation of CEQA documents. Benchmark Resources is also prepared to assist County staff with preparing for planning commission meetings (such as but not limited to coordination public notification and assembling the staff report for a planning commission meeting) and providing expertise at these meetings. These services are developed based on site-specific circumstances and based on a scope of work and budget (estimates based on time and materials) as approved by the County.

1.4 Mine Closures

In addition to providing support in administering and managing the County's SMARA program, Benchmark Resources will assist the County in preparing the closure reports and closure submittal packages for mine sites which are no longer active, and appear to meet all reclamation plan requirements. The tasks for this scope are as follows:

- conduct a site closure inspection to determine that the mine site has been reclaimed in accordance with the approved reclamation plan and CUP requirements;
- coordination and completion of mine inspection "closure" report (assuming no remaining reclamation tasks);

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- set-up and finalize closure report packet (including FACE review and correspondences) and submit packet to DMR;
- coordinate and participate in final closure inspection with DMR staff, and
- (*if applicable*) additional follow-up/coordination with DMR.

This scope of work includes the cost for three mine site closures at \$11,440.00 per site. The total cost for three mine site closures is \$34,320.00.

Mine sites that require an amendment to the approved reclamation plan will need to be budgeted separately as the effort required to develop and or review an amendment to a reclamation plan varies in specific efforts and time.

- A.2** All written reports required under this Agreement shall be delivered electronically and/or in hardcopy to the following individual, in accordance with the Schedule in Section C.1 below.

Kathy Nielsen, Management Analyst II
County of Monterey, Housing and Community Development Department
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: nielsenk@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$311,898.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR has calculated a fixed fee for SMARA annual inspections, financial assurance verification, and review of conditional use permit compliance for the County, which is based on the size, complexity, and history of compliance for each operation. These fees cover routine compliance review activities.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**Inspection Year 2021 (August 1, 2021 through July 31, 2022)
Budget for Annual Mine Inspections**

| Mine I.D. and Name | Annual Inspection | FACE/FAM | Total Site Fee |
|--------------------------------------|-------------------|-----------------|-----------------|
| 91-27-0004 – Metz Facility | \$3,060 | \$950 | \$4,010 |
| 91-27-0005 – Natividad Quarry | \$3,060 | \$950 | \$4,010 |
| 91-27-0007 – BLM Rockpile | \$3,060 | \$950 | \$4,010 |
| 91-27-0009 – Bitterwater | \$3,060 | \$950 | \$4,010 |
| 91-27-0011 – Pine Canyon Quarry | \$3,060 | \$950 | \$4,010 |
| 91-27-0012 – Stonewall Canyon Quarry | \$3,060 | \$950 | \$4,010 |
| 91-27-0019 – Brinan Pit | \$3,060 | \$950 | \$4,010 |
| 91-27-0020 – Echenique Pit | \$3,060 | \$950 | \$4,010 |
| 91-27-0021 – Jefferson Pit | \$3,060 | \$950 | \$4,010 |
| 91-27-0023 – Beck Pit (DKD Pit) | \$3,060 | \$950 | \$4,010 |
| 91-27-0025 – Chalone Creek Pit | \$3,060 | \$950 | \$4,010 |
| 91-27-0027 – Chualar Site | \$3,060 | \$950 | \$4,010 |
| 91-27-0028 – Handley Ranch Quarry | \$3,060 | \$950 | \$4,010 |
| 91-27-0029 – Hidden Canyon | \$3,060 | \$950 | \$4,010 |
| 91-27-0030 – Carmel Stone Mine | \$3,060 | \$950 | \$4,010 |
| TOTAL: | \$45,900 | \$14,250 | \$60,150 |

**Inspection Year 2021 (August 1, 2021 through July 31, 2022)
Budget for Compliance Review**

| Mine I.D. and Name | Use Permit Compliance Review |
|--------------------------------------|------------------------------|
| 91/27-0004 – Metz Facility | \$3,250 |
| 91-27-0005 – Natividad Quarry | \$3,250 |
| 91-27-0007 – BLM Rockpile | \$1,040 |
| 91-27-0009 – Bitterwater | \$1,040 |
| 91-27-0011 – Pine Canyon Quarry | \$1,040 |
| 91-27-0012 – Stonewall Canyon Quarry | \$3,250 |
| 91-27-0019 – Brinan Pit | \$1,040 |
| 91-27-0020 – Echenique Pit | \$1,040 |
| 91-27-0021 – Jefferson Pit | \$1,040 |
| 91-27-0023 – Beck Pit (DKD Pit) | \$2,100 |
| 91-27-0025 – Chalone Creek Pit | \$1,040 |
| 91-27-0027 – Chualar Site | \$1,040 |
| 91-27-0028 – Handley Ranch Quarry | \$3,250 |
| 91-27-0029 – Hidden Canyon | \$3,250 |
| 91-27-0030 – Carmel Stone Mine | \$3,250 |
| TOTAL: | \$29,920 |

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**Inspection Year 2022 (August 1, 2022 through July 31, 2023)
Budget for Annual Mine Inspections**

| Mine I.D. and Name | Annual Inspection | FACE/FA M | Total Site Fee |
|--------------------------------------|-------------------|-----------------|-----------------|
| 91-27-0004 – Metz Facility | \$3,143 | \$976 | \$4,118 |
| 91-27-0005 – Natividad Quarry | \$3,143 | \$976 | \$4,118 |
| 91-27-0007 – BLM Rockpile | \$3,143 | \$976 | \$4,118 |
| 91-27-0009 – Bitterwater | \$3,143 | \$976 | \$4,118 |
| 91-27-0011 – Pine Canyon Quarry | \$3,143 | \$976 | \$4,118 |
| 91-27-0012 – Stonewall Canyon Quarry | \$3,143 | \$976 | \$4,118 |
| 91-27-0019 – Brinan Pit | \$3,143 | \$976 | \$4,118 |
| 91-27-0020 – Echenique Pit | \$3,143 | \$976 | \$4,118 |
| 91-27-0021 – Jefferson Pit | \$3,143 | \$976 | \$4,118 |
| 91-27-0023 – Beck Pit (DKD Pit) | \$3,143 | \$976 | \$4,118 |
| 91-27-0025 – Chalone Creek Pit | \$3,143 | \$976 | \$4,118 |
| 91-27-0027 – Chualar Site | \$3,143 | \$976 | \$4,118 |
| 91-27-0028 – Handley Ranch Quarry | \$3,143 | \$976 | \$4,118 |
| 91-27-0029 – Hidden Canyon | \$3,143 | \$976 | \$4,118 |
| 91-27-0030 – Carmel Stone Mine | \$3,143 | \$976 | \$4,118 |
| TOTAL: | \$47,145 | \$14,640 | \$61,785 |

**Inspection Year 2022 (August 1, 2022 through July 31, 2023)
Budget Compliance Review**

| Mine I.D. and Name | Use Permit Compliance Review |
|--------------------------------------|------------------------------|
| 91/27-0004 – Metz Facility | \$3,338 |
| 91-27-0005 – Natividad Quarry | \$3,338 |
| 91-27-0007 – BLM Rockpile | \$1,068 |
| 91-27-0009 – Bitterwater | \$1,068 |
| 91-27-0011 – Pine Canyon Quarry | \$1,068 |
| 91-27-0012 – Stonewall Canyon Quarry | \$3,338 |
| 91-27-0019 – Brinan Pit | \$1,068 |
| 91-27-0020 – Echenique Pit | \$1,068 |
| 91-27-0021 – Jefferson Pit | \$1,068 |
| 91-27-0023 – Beck Pit (DKD Pit) | \$2,157 |
| 91-27-0025 – Chalone Creek Pit | \$1,068 |
| 91-27-0027 – Chualar Site | \$1,068 |
| 91-27-0028 – Handley Ranch Quarry | \$3,338 |
| 91-27-0029 – Hidden Canyon | \$3,338 |
| 91-27-0030 – Carmel Stone Mine | \$3,338 |
| TOTAL: | \$30,729 |

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**Inspection Year 2023 (August 1, 2023 through July 31, 2024)
Budget for Annual Mine Inspections**

| Mine I.D. and Name | Annual Inspection | FACE/FAM | Total Site Fee |
|------------------------------------|-------------------|-----------------|-----------------|
| 91-27-0004—Metz Facility | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0005—Natividad Quarry | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0007—BLM Rockpile | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0009—Bitterwater | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0011—Pine Canyon Quarry | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0012—Stonewall Canyon Quarry | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0019—Brinan Pit | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0020—Echenique Pit | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0021—Jefferson Pit | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0023—Beck Pit (DKD Pit) | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0025—Chalone Creek Pit | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0027—Chualar Site | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0028—Handley Ranch Quarry | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0029—Hidden Canyon | \$3,227 | \$1,002 | \$4,229 |
| 91-27-0030—Carmel Stone Mine | \$3,227 | \$1,002 | \$4,229 |
| TOTAL: | \$48,405 | \$15,030 | \$63,435 |

**Inspection Year 2023 (August 1, 2023 through July 31, 2024)
Budget for Compliance Review**

| Mine I.D. and Name | Use Permit Compliance Review |
|------------------------------------|------------------------------|
| 91/27-0004—Metz Facility | \$3,428 |
| 91-27-0005—Natividad Quarry | \$3,428 |
| 91-27-0007—BLM Rockpile | \$1,097 |
| 91-27-0009—Bitterwater | \$1,097 |
| 91-27-0011—Pine Canyon Quarry | \$1,097 |
| 91-27-0012—Stonewall Canyon Quarry | \$3,428 |
| 91-27-0019—Brinan Pit | \$1,097 |
| 91-27-0020—Echenique Pit | \$1,097 |
| 91-27-0021—Jefferson Pit | \$1,097 |
| 91-27-0023—Beck Pit (DKD Pit) | \$1,097 |
| 91-27-0025—Chalone Creek Pit | \$2,215 |
| 91-27-0027—Chualar Site | \$1,097 |
| 91-27-0028—Handley Ranch Quarry | \$3,428 |
| 91-27-0029—Hidden Canyon | \$3,428 |
| 91-27-0030—Carmel Stone Mine | \$3,428 |
| TOTAL: | \$31,559 |

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**Mine Closure Proposed Budget (per mine)
August 1, 2021 through July 31, 2024**

| Cost Category | | Labor | | | Labor Subtotal | | Expenses | Proposed Costs (\$) |
|------------------------|---|------------------------------|-------------------------------|-------------------------------|----------------|-----------------|-------------------------|---------------------|
| | | Mine Engineer (hrs) \$185 | CADD/GIS Tech. (hrs) \$115 | Document Tech. (hrs) \$110 | | | Expenses (mileage) (\$) | |
| TASK AND SUBTASK | | | | | Hours | Costs | | |
| Task 1: | Mine Closure | | | | | | | |
| 1.1 | Closure Inspection | 12.0 | | | 12.0 | \$2,220 | \$240 | \$2,460 |
| 1.2 | Closure Report | 4.0 | 2.0 | 2.0 | 8.0 | \$1,190 | | \$1,190 |
| 1.3 | Closure Package Development, FACE Review & Submittal to DMR | 10.0 | | 4.0 | 14.0 | \$2,290 | | \$2,290 |
| 1.4 | Final Closure Inspection w/DMR | 10.0 | | | 10.0 | \$1,850 | \$240 | \$2,090 |
| 1.5 | DMR Contingencies* | 16.0 | 2.0 | 2.0 | 20.0 | \$3,410 | | \$3,410 |
| TASK 1 SUBTOTAL | | 52.0 | 4.0 | 8.0 | 64.0 | \$10,960 | \$480 | \$11,440 |
| GRAND TOTAL | | | | | | | | \$11,440 |

B.2 Additional/On-Call Services

On-call services, such as resolution of issues raised by DMR or County staff (or citizen complaint), would be accomplished on an hourly basis according to determined tasks approved by the County and charged based on the rates reflected in Table 6-3, “Benchmark Resources Standard Fee Schedule.” Invoicing would be done on a monthly, time and materials basis. The rates outlined in the following table will be valid for the initial three-year term of our agreement with the County.

Benchmark Resources Standard Fee Schedule

| Item | Rate |
|---|------------|
| LABOR | |
| Principal | \$245/hour |
| Director | \$225/hour |
| Senior staff project manager, engineer, geologist, biologist | \$185/hour |
| Project staff engineer, resource planner, geologist, biologist | \$125/hour |
| Technical staff analyst/editor, CADD, GIS, field support | \$125/hour |
| Support staff document control, word processing, database management | \$110/hour |

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

| Item | Rate |
|---|--|
| EXPENDITURES | |
| Airfare, auto rental, lodging, equipment, subconsultants, and miscellaneous costs | Cost plus 15% ⁽¹⁾ |
| Report production—black and white | \$0.15 (letter), \$0.50 (tabloid) |
| Report production—color | \$1.00 (letter), \$1.50 (tabloid) |
| Large format printing—black and white | \$10 (18x24), \$24 (24x36), \$36 (36x48) |
| Large format printing—color | \$20 (18x24), \$54 (24x36), \$65 (36x48) |

There shall be no travel reimbursement allowed during this Agreement, as the proposed costs are a flat fee.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services (**SMARA Annual Mine Inspections and Reporting**) and associated Delivery Order number. An original hardcopy of the invoice shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development Department – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the HCD Finance Division at (831) 755-4800 or via email to: 194-HCD-Finance@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

C. SCHEDULE

C.1 Pursuant to SMARA § 2774(b)(a), annual inspections will be completed in intervals of no more than 12 months.

| Task | Date/Duration |
|--|---|
| Schedule inspections | August |
| Conduct Inspections with Operators <i>Inspections take 1.5 to 3 hours depending on complexity</i> | September - December |
| Submit inspection reports to DMR | 90 days and by March after inspections are complete |
| Conduct FACE reviews; submit letters of completeness and adequacy | 90 days and by March after inspections are complete |

Attachment A - Active Mines in Monterey County



Benchmark Land Use Group, Inc. dba Benchmark Resources

ATTACHMENT A - MONTEREY COUNTY MINING LOCATIONS

| | State I.D. No. | County File No. | Operator | Site Name & Location | APN(s) | Type of Mine | Mine Status | Disturbed Acres |
|----|----------------|-----------------------------------|---|--|--|--------------------|-------------|--|
| 1. | 91-27-0004 | PC06872 PLN980287 | Granite Construction Company | Metz Quarry Metz Road, 3 miles east of Greenfield | 418-401-009-000, 006, 007, 021, & 026 249-011-009-000, 010, & 013 418-391-012-000, 013, 014, 015, & 016 | Sand and Gravel | Idle | Plant area ~27 acres; in-stream ~111 acres |
| 2. | 91-27-0005 | PC04745 | Lhoist North America / Chemical Lime Company | Natividad Quarry 11771 Old Stage Road, Salinas | 211-031-016-000 | Dolomite and Lime | Active | 427 acres |
| 3. | 91-27-0007 | PC092017 | William J. Clark Trucking | BLM Rockpile West of Highway 101 off Lockwood-San Ardo Road, Lockwood | 422-101-002-000 | Sand and Gravel | Active | 15 acres |
| 4. | 91-27-0009 | PC05361 PC93019 | William J. Clark Trucking | Clark Pit (Bitterwater) 6 miles east of King City | 419-131-005-000 | Sand and Gravel | Active | Plant area ~23 acres; in-stream ~59 acres |
| 5. | 91-27-0011 | PC92022 | Granite Construction Company | Pine Canyon Quarry end of Pine Canyon Road, 7 miles south of Salinas | 416-471-005-000, 006, 007, 008, & 009 269-063-004-000 | Decomposed Granite | Idle | 15 acres |
| 6. | 91-27-0012 | PC07447 PLN060550 (pending) | Syar Industries | Stonewall Canyon Quarry Stonewall Canyon Road, Soledad | 417-151-056-000 | Sand and Gravel | Active | 50 acres |
| 7. | 91-27-0019 | PLN990292 | Swift Techtonics | Brinan Pit / Rancho Rico Gravel Pit Sargents Road, east of San Ardo | 422-111-030-000 422-111-015-000 & 017 | Sand and Gravel | Active | Plant area ~6 acres; in-stream ~31 acres |
| 8. | 91-27-0020 | PLN970422 | Swift Techtonics | Echenique Pit 1 mile south of Paris Valley Road, San Lucas | 237-011-019-000 | Sand and Gravel | Active | 11.6 acres |
| 9. | 91-27-0021 | PC96050 | Keith Day Company, Inc. | Jefferson Pit Off Del Monte Road, 3 miles north of the City of Marina | 229-011-016-000 | Sand and Gravel | Idle | 3 acres |

ATTACHMENT A - MONTEREY COUNTY MINING LOCATIONS

| | State I.D. No. | County File No. | Operator | Site Name & Location | APN(s) | Type of Mine | Mine Status | Disturbed Acres |
|-----|----------------|------------------------|------------------------------|---|---|-------------------------------|-------------|----------------------|
| 10. | 91-27-0025 | PC94211 | Swift Techtonics | Chalone Creek Pit South of Metz Road, north of Elm Ave; east of Greenfield | 418-401-027-000 | Sand and Gravel | Active | Plant area ~11 acres |
| 11. | 91-27-0027 | PLN000066 | Keith Day Company, Inc. | Chualar Site 2 miles southwest of Chualar on River Road | 167-033-010-000, 011, & 013 | Sand and Gravel | Active | 6 acres |
| 12. | 91-27-0028 | PLN010290 PLN010291 | Granite Construction Company | Handley Ranch Quarry 25485 Iverson Road, Gonzales | 416-471-005-000, 006, 007, 008, 009 & 014; 415-081-018-000 & 019; 269-063-004-000 223-031-004-000 223-051-001-000 | Stone | Active | 58 acres |
| 13. | 91-27-0029 | PLN010239 | San Benito Supply, Inc. | Hidden Canyon Quarry Metz Road, 2 miles north of Elm Ave; east of Greenfield | 418-401-029-000, 030 & 031 | Sand and Gravel | Active | 49.3 acres |
| 14. | 91-27-0030 | PLN090191 | Vance Querfurth | Carmel Stone Mine 6 miles west of Highway 101; north of Lockwood-San Ardo Road, Lockwood | 422-101-002-000 | Monterey shale (Carmel stone) | Active | 4 acres |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|-----------------------|
| PRODUCER Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025 | CONTACT NAME: Brenda Todd | |
| | PHONE (A/C. No. Ext): 800-746-0048 | FAX (A/C. No): |
| E-MAIL ADDRESS: service@vanoppenco2.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Hartford Accident and Indemnity | | 22357 |
| INSURER B : Crum & Forster Specialty Insurance Company | | 44520 |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER: 1293075066

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL(Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | EPK134658 | 4/1/2021 | 4/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | 34UECVT8990 | 4/1/2021 | 4/1/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Professional Liability "Claims Made" Subject to GL Aggregate | | | EPK134658 | 4/1/2021 | 4/1/2023 | Each Claim \$1,000,000 Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Ongoing Operations. The County of Monterey, its agents, officers, and employees are named as Additional Insured-General & Auto Liability as required by written contract. Coverage shall be primary/non-contributory and a Waiver of Subrogation applies per contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 1441 Schilling Place
 South 2nd Floor
 Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Person(s) or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| Blanket when specifically required in a written contract with the named insured. | Blanket when specifically required in a written contract with the named insured. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

Policy Number: EPK134658



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) or Organization(s) |
|--|
| Blanket when specifically required in a written contract with the named insured. |

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy Number: EPK134658

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) or Organization(s) |
|--|
| Blanket when specifically required in a written contract with the named insured. |

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy Number: EPK134658

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

| Name of Person(s) or Organization(s) |
|--|
| Blanket when specifically required in a written contract with the named insured. |

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

COMMON POLICY DECLARATIONS



POLICY NUMBER: 34 UEC VT8990 SC
RENEWAL OF: 34 UEC VT8990

Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

BENCHMARK LAND USE GROUP, INC

2515 E BIDWELL ST
FOLSOM , CA 95630
(SACRAMENTO COUNTY)

Policy Period:

From 04/01/21 To 04/01/22
12:01 A.M. , Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium:

Coverage Part and Insurance Company Summary

Advance Premium

COMMERCIAL AUTO
HARTFORD ACCIDENT AND INDEMNITY COMPANY
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 HM00100107SD4 IL00171198 IH99400409 IH99410409 IL00210908
IL02700720 HA00250615

Agent/Broker Name: VAN OPPEN & CO 2 INC

Countersigned by
(Where required by law)

Susan F. Castaneda
Authorized Representative

01/14/21
Date

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM**



POLICY NUMBER: 34 UEC VT8990

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM:

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

| | | | | |
|-------------|-------------|------------|------------|------------|
| HA00040302 | HA00120615T | CA00011013 | HA21020614 | CA04241013 |
| CA21541116 | CA01211013 | CA01430517 | CA03051013 | CA04441013 |
| CA20481013 | CA23441116 | CA99441013 | HA00240614 | HA99080614 |
| *HA99160312 | | | | |

**COMMERCIAL AUTOMOBILE
 COVERAGE PART - DECLARATIONS
 BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 34 UEC VT8990

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as "covered autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

| Coverages | Covered Autos | Limit The Most We Will Pay for Any One Accident or Loss | Advance Premium |
|--|---------------|--|-----------------|
| COVERED AUTOS LIABILITY | 01 | \$ 1,000,000 | \$ |
| PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage) | | Separately stated in each Personal Injury Protection Endorsement. | |
| ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage) | | Separately stated in each Added Personal Injury Protection Endorsement. | |
| OPTIONAL BASIC ECONOMIC LOSS (New York only) | | \$25,000 each eligible injured person. | |
| PROPERTY PROTECTION INSURANCE (Michigan only) | | Separately stated in the Property Protection Insurance Endorsement. | |
| MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only) | | Separately stated in the Medical Expense and Income Loss Benefits Endorsement. | |
| AUTO MEDICAL PAYMENTS | 02 | \$ Each Insured or the limit separately stated for each "auto" in ITEM THREE. | \$ |
| UNINSURED MOTORISTS | 02 | \$ SEE FORM HA2102 OR STATE FORM(S) | \$ |
| UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage) | 02, | \$ SEE FORM HA2102 OR STATE FORM(S) | INCL |

**COMMERCIAL AUTOMOBILE
 COVERAGE PART - DECLARATIONS
 BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 34 UEC VT8990

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

| Coverages | Covered Autos | Limit The Most We Will Pay for Any One Accident or Loss | Advance Premium |
|---|---------------|--|-----------------|
| PHYSICAL DAMAGE | | See ITEM FOUR for hired or borrowed "autos". | |
| COMPREHENSIVE COVERAGE | 02 | Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto". | \$ |
| SPECIFIED CAUSES OF LOSS COVERAGE | | Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism. | |
| COLLISION COVERAGE | 02 | Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto". | \$ |
| TOWING AND LABOR | | \$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement. | |
| DOWNTIME LOSS AND RENTAL REIMBURSEMENT & TOWING COVERAGE | | Downtime Loss or Rental Reimbursement up to a maximum of \$100 per day, subject to a combined maximum of \$3,000 per loss. Towing up to a maximum of \$500 per "disablement" subject to a maximum \$2,500 per policy period | |
| | | Endorsement Premium (Not included above) | \$ |
| | | TOTAL ADVANCE PREMIUM: | \$ |

**COMMERCIAL AUTOMOBILE
 COVERAGE PART - DECLARATIONS
 BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 34 UEC VT8990

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.
 FORM HA0012 ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE

RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

| State | Estimated Cost of Hire | Rate Per Each \$100 Cost of Hire | Advance Premium |
|-------|------------------------|----------------------------------|-----------------|
| | IF ANY | 3.347 | \$ |

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM: \$

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

| Named Insured's Business | Rating Basis | Number | Advance Premium |
|------------------------------------|---|--------|-----------------|
| Other than a Social Service Agency | Number of Employees Number of Partners | 10 | \$ |
| Social Service Agency | Number of Employees Number of Volunteers | | |

TOTAL ADVANCE PREMIUM: \$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|----------------------------------|
| PRODUCER PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY 14620 | CONTACT NAME: | |
| | PHONE (877) 266-6850 (A/C, No, Ext): | FAX (585) 389-7894 (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Hartford Fire and Its P&C Affiliates | NAIC# 00914 |
| INSURED BENCHMARK LAND USE GROUP, INC 2515 E BIDWELL ST FOLSOM CA 95630-6474 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |
| | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YY) | LIMITS | |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|--|--|
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | <input type="checkbox"/> EACH OCCURRENCE <input type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence) <input type="checkbox"/> MED EXP (Any one person) <input type="checkbox"/> PERSONAL & ADV INJURY <input type="checkbox"/> GENERAL AGGREGATE <input type="checkbox"/> PRODUCTS - COMP/OP AGG | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | <input type="checkbox"/> COMBINED SINGLE LIMIT (Ea accident) <input type="checkbox"/> BODILY INJURY (Per person) <input type="checkbox"/> BODILY INJURY (Per accident) <input type="checkbox"/> PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> EACH OCCURRENCE <input type="checkbox"/> AGGREGATE | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | 76 WEG ZW1192 | 06/09/2021 | 06/09/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Please see Additional Remarks Schedule Accord Form 101 attached.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 Contracts/Purchasing Department
 168 W ALISAL ST FL 3
 SALINAS CA 93901-2439

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|-----------|---|--|
| AGENCY PAYCHEX INSURANCE AGENCY INC | | NAMED INSURED BENCHMARK LAND USE GROUP, INC 2515 E BIDWELL ST FOLSOM CA 95630-6474 | |
| POLICY NUMBER SEE ACORD 25 | | EFFECTIVE DATE: SEE ACORD 25 | |
| CARRIER SEE ACORD 25 | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The County of Monterey, its agents, officers and employees are listed as additional insured per the Business Liability Coverage Form SS0008, attached to this policy. A waiver of subrogation applies per the Business Liability Coverage Form SS0008, attached to the policy.. Coverage is primary and non-contributory. Coverage is provided for completed and ongoing operations per the Business Liability Coverage Form SS0008, attached to the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|----------------------------------|
| PRODUCER PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY 14620 | CONTACT NAME: | |
| | PHONE (877) 266-6850 (A/C, No, Ext): | FAX (585) 389-7894 (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Hartford Fire and Its P&C Affiliates | NAIC# 00914 |
| INSURED BENCHMARK LAND USE GROUP, INC 2515 E BIDWELL ST FOLSOM CA 95630-6474 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |
| | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YY) | LIMITS | |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|--|--|
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | <input type="checkbox"/> EACH OCCURRENCE <input type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence) <input type="checkbox"/> MED EXP (Any one person) <input type="checkbox"/> PERSONAL & ADV INJURY <input type="checkbox"/> GENERAL AGGREGATE <input type="checkbox"/> PRODUCTS - COMP/OP AGG | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | <input type="checkbox"/> COMBINED SINGLE LIMIT (Ea accident) <input type="checkbox"/> BODILY INJURY (Per person) <input type="checkbox"/> BODILY INJURY (Per accident) <input type="checkbox"/> PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> EACH OCCURRENCE <input type="checkbox"/> AGGREGATE | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | X | 76 WEG ZW1192 | 06/09/2021 | 06/09/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per the Broad Form Endorsement-Extended Option WC000313, attached to this policy.

| | |
|--|---|
| CERTIFICATE HOLDER County of Monterey Resource Management Agency 1441 SCHILLING PL FL 2 SALINAS CA 93901-4527 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i> |
|--|---|



June 23, 2021

BENCHMARK LAND USE GROUP INC

Policy Information:

| | |
|-----------------------|---------------|
| Policy Number: | 76 WEG ZW1192 |
|-----------------------|---------------|

Additional Information:

| | |
|---------------------|-----------------------|
| Policy Type: | Workers' Compensation |
|---------------------|-----------------------|

Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (877) 287-1312

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Dear Katharina ,

Thank you on behalf of PAYCHEX INSURANCE AGENCY INC and The Hartford for allowing us to serve your business insurance needs. If you have any questions please call me Monday through Friday, 8 AM to 5 PM Central Time.

Sincerely,

Your Hartford Service Team

cc: PAYCHEX INSURANCE AGENCY INC / 76210705



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 76 WEG ZW1192

Endorsement Number:

Effective Date: 06/09/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: BENCHMARK LAND USE GROUP INC

2515 E BIDWELL ST

FOLSOM CA 95630

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

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