

ATTACHMENT A

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
BENCHMARK LAND USE GROUP, INC. (D.B.A. BENCHMARK RESOURCES)**

**THIS AMENDMENT NO. 1** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Benchmark Land Use Group, Inc. (d.b.a. Benchmark Resources) (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on November 5, 2009, (hereinafter, "Agreement"); and

**WHEREAS**, a County Consent to Assignment, effective May 1, 2010, was executed by the County on June 7, 2011 for the benefit of Resource Design Technology, Inc., a corporation, and Benchmark Land Use Group, Inc. (d.b.a. Benchmark Resources), a corporation; and

**WHEREAS**, all tasks as outlined in Exhibit A – Scope of Services/Payment Provisions of the Agreement have been completed; and

**WHEREAS**, Surface Mining and Reclamation Act (SMARA) annual inspections are required by the State of California; and

**WHEREAS**, the Parties wish to amend the Agreement to include support to the County in responding to the Office of Mine Reclamation's (OMR) Lead Agency Review Team (LART) report regarding the County's SMARA compliance program and follow up compliance and coordination efforts; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide required State of California SMARA annual inspections and provide assistance with the OMR's LART report; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term to November 3, 2013 and to increase the amount by \$46,773.50 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 1.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. In all places within the Agreement, any reference to Resource Design Technology, Inc. is hereby replaced with Benchmark Land Use Group, Inc. (d.b.a. Benchmark Resources).

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Amendment No. 1 to Professional Services Agreement  
Benchmark Land Use Group, Inc. (d.b.a. Benchmark Resources)  
SMARA Annual Inspections  
RMA – Planning Department  
Term: November 3, 2009 – November 3, 2013  
Not to Exceed: \$175,473.50

2. Amend the first sentence of Paragraph 1, "Services to Be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement.

3. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, 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 \$175,473.50.

4. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from November 3, 2009 to November 3, 2013, unless sooner terminated pursuant to the terms of this Agreement.

5. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".

6. All other terms and conditions of the Agreement remain unchanged and in full force.

7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR\*

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Benchmark Land Use Group, Inc.  
(d.b.a. Benchmark Resources)

Contractor's Business Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: DAN E. BROWN, PRESIDENT  
(Print Name and Title)

Date: 9/25/12

Approved as to Form and Legality  
Office of the County Counsel

By: Bruce Steing Treasurer  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

By: \_\_\_\_\_  
(Deputy County Counsel)

Its: Bruce Steing  
(Print Name and Title)

Date: 9-28-12

Date: 9/25/12

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: 9-26-12

Approved as to Indemnity and Insurance Provisions

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*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.

**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**BENCHMARK<sup>®</sup>**  
**RESOURCES**

September 14, 2012

Taven Kinison Brown  
Monterey County  
Resource Management Agency - Planning Department  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

SUBJECT | **PROPOSED SMARA INSPECTION, FAE VERIFICATION AND LART REPORT  
SUPPORT SCOPE OF WORK**

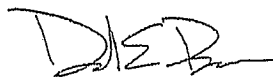
Dear Mr. Kinison-Brown:

Benchmark Resources will support Monterey County (County) in conducting annual SMARA inspections and FAE review for 2012 as detailed in its existing scope of work and budget that is being extended an additional year. Please see Attachment A, "Annual SMARA Inspections and FAE Verification Budget." In addition, Benchmark Resources will support the County in responding to the Office of Mine Reclamation's (OMR) Lead Agency Review Team (LART) report regarding the County's SMARA compliance program and follow-up compliance and coordination efforts. Tasks will include:

- Review of LART Report;
- Coordination (via conference calls and e-mails) with County and OMR staff to resolve issues that were raised in the LART report;
- Assist County staff in preparing written response to LART Report; and
- Attendance for one (1) meeting in Salinas.

We have assumed three days of effort from Dave Brown (Principal) and one day of effort from support staff (document specialist) and one day travel and associated per diem for Mr. Brown. Please see Attachment B, "Proposed LART Report Support Budget," for a detailed cost breakdown of our proposed effort.

Sincerely,



David E. Brown  
Principal

## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### ATTACHMENT A: ANNUAL SMARA INSPECTIONS & FAE VERIFICATION BUDGET

Completion of 2012 Inspections, FAE Verification, and Repeat Preparation:

- **Mine Inspection**  
Completion of annual California Surface Mining and Reclamation Act (SMARA) mine inspection and SMARA MRRC-1 Inspection Form.
- **Financial Assurance Estimate Verification (FAE)**  
Review and make recommendations to clarify, substantiate, and standardize the reclamation estimates in the FAE in accordance with the requirements of §2773.1 of SMARA and §3800 *et seq.* of the regulation.

Mine Name and ID	Total Fee
91-27-0004 – Metz Facility	\$3,120
91-27-0005 – Natividad Quarry	\$3,120
91-27-0007 – BLM Rockpile	\$3,120
91-27-0008 – Arroyo Seco Closed	-
91-27-0009 – Bitterwater (Bray)	\$2,340
91-27-0011 – Pine Canyon Quarry	\$2,340
91-27-0012 – Stonewall Canyon Quarry	\$3,120
91-27-0019 – Brinan Pit	\$2,340
91-27-0020 – Echenique Pit	\$2,340
91-27-0021 – Jefferson Pit	\$2,340
91-27-0023 – Beck Pit (DKD Pit)	\$2,340
91-27-0025 – Chalone Creek Pit	\$2,340
91-27-0026 – Bradley Mine	\$3,120
91-27-0027 – Chualar Site	\$2,340
91-27-0028 – Handley Ranch Quarry	\$3,120
91-27-0029 – Hidden Canyon	\$3,120
<b>TOTAL PROPOSED BUDGET:</b>	<b>\$40,560</b>

**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**ATTACHMENT B: PROPOSED LART REPORT SUPPORT BUDGET**

<b>Professional Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
<b>LART Support Services</b>			
Principal (D. Brown)	24.0	\$215.00	\$5,160.00
Document Specialist	8.0	\$95.00	\$760.00
<b>Subtotal:</b>			<b>\$5,920.00</b>
<b>Expense Item</b>	<b>Actual mileage will be billed at IRS Standard Mileage Rate in an amount not to exceed:.....</b>		<b>Amount</b>
Mileage (Site to Site Travel – Day 1)	<del>300 Miles @ \$0.65</del>		\$253.50
Per Diem	1 Days @ \$40.00 Each		\$40.00
<b>Expenses Total</b>			<b>\$293.50</b>
<b>TOTAL PROPOSED BUDGET:</b>			<b>\$6,213.50</b>

*RB*  
*RB* *9/25/12*  
 (Contractors' Initials)  
*9.25.12*  
 (Date)

Services provided under Amendment No. 1 to this Agreement shall not exceed \$46,773.50. The total amount of this Agreement shall not exceed the sum of \$175,473.50.

*RB* *9/25/12*  
 (Contractors' Initials) (Date)

**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**



**STANDARD SCHEDULE OF CHARGES**

Effective to ~~December 31, 2012~~  
November 3, 2013

DD/ISS  
(Contractors' Initials)

11/25/13  
(Date)

Time spent on behalf of a client, and expenditures on behalf of a client, are charged as follows:

Item	Rate
<b>LABOR</b>	
Principal	\$175 – 225/hour
Director	\$150 – 200/hour
Senior Staff Project Manager, Engineer, Geologist, Biologist	\$125 – 175/hour
Project Staff Engineer, Resource Planner, Geologist, Biologist, Coordinator	\$90 – 130/hour
Technical Staff Analyst, CADD, GIS, Field Support	\$75 – 125/hour
Support Staff Document Control, Word Processing, Database Management	\$60 – 110/hour
<b>EXPENDITURES</b>	
Airfare, auto rental, lodging, equipment, subconsultants, printing and miscellaneous costs	Cost, plus 15 percent <sup>(1)</sup>
Report Production – Black & White	\$0.15 (Letter), \$0.50 (Tabloid)
Report Production – Color	\$1.00 (Letter), \$1.50 (Tabloid)
Large Format Printing – Black & White	\$10 (18x24), \$24 (24x36), \$36 (36x48)
Large Format Printing – Color	\$20 (18x24), \$54 (24x36), \$65 (36x48)
Auto Mileage	\$0.65 per mile IRS Standard Mileage Rate
Per Diem	\$40.00 per day

<sup>(1)</sup> Administrative Burden covers associated overhead, carrying costs, warranty, indemnification and insurance costs.