

ATTACHMENT 1

Draft Bridge Amendment No. 3
with Benchmark Land Use Group, Inc.
dba Benchmark Resources

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**BRIDGE AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
BENCHMARK LAND USE GROUP, INC.
FOR COMPLETION OF THE
2026 INSPECTION CYCLE**

THIS BRIDGE AMENDMENT NO. 3 to Professional Services Agreement No. A-15517 between the County of Monterey, a political subdivision of the State of California (“County”) and Benchmark Land Use Group, Inc., dba Benchmark Resources (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below;

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-15517 with the County on September 1, 2021 (“Agreement”) to provide, as part of the Surface Mining and Reclamation Act (SMARA), 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 through July 31, 2024, for an amount not to exceed \$311,898;

WHEREAS, the Parties amended the Agreement on July 23, 2024 (“Amendment No. 1 – Corrected” – including replacement of Exhibit A), to correct Amendment No. 1’s Agreement start date, extend the term two (2) additional years to July 31, 2026, replace Exhibit A to expand Task 1.5, County ordinance Update, and increase the Agreement amount of \$311,898 by \$231,123 for a new not-to-exceed amount of \$543,021;

WHEREAS, the Parties amended the Agreement on May 5, 2026 (“Amendment No. 2” – including Exhibit A-1) to update certain provisions of the Agreement; revise the CONTRACTOR’S rates; amend the Surface Mining Ordinance Update amount of \$74,500 to include the contingency amount of \$12,500 which increased the Agreement amount from \$543,021 to \$555,521; increase the Agreement amount by \$18,000 for a new not-to exceed amount of \$573,521, and extend the term three (3) months to October 31, 2026;

WHEREAS, the Agreement provides for annual inspection services through the 2025 inspection year;

WHEREAS, County has initiated a competitive procurement process for future Surface Mining Inspection Services;

WHEREAS, the County’s competitive procurement process will not be completed prior to the commencement of the 2026 inspection cycle;

WHEREAS, continuity of inspection services is necessary to allow County to fulfill its regulatory obligations;

WHEREAS, the Parties desire to amend the Agreement solely to authorize completion of the 2026 inspection cycle and associated reporting obligations; and

WHEREAS, services may commence upon execution of this Bridge Amendment and shall continue until the earlier of (1) completion of all 2026 inspection cycle obligations, including required reporting; (2) execution of a successor agreement resulting from the County's competitive procurement; or (3) March 31, 2027.

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

1. Amend Section 2, "Payments by County," to read in its entirety as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, and A-2, subject to the limitation set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$651,948.

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

The term of this Agreement is from September 1, 2021, to March 31, 2027, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 4, "Additional Provisions/Exhibits," to add Exhibit A-2.

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.

4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 3 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer¹

BENCHMARK LAND USE GROUP,
dba BENCHMARK RESOURCES

Contractor's Business Name

Date: _____

By: _____
DocuSigned by:
Dave Brown
(Chair, President or Vice President) *

By: _____
N/A
Craig W. Spencer, Director
(if applicable)

David E. Brown, Principal
Name and Title

Date: _____

Date: 7/15/2026

**Approved as to Form
Office of the County Counsel²
Susan K. Blitch, County Counsel**

By: _____
DocuSigned by:
Bruce Steubing
(Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer) *

By: _____
Signed by:
Robert Brayer
Deputy County Counsel

Robert Bruce Steubing, Secretary
Name and Title

Date: 7/15/2026

Date: 7/15/2026

Approved as to Fiscal Provisions³

By: _____
DocuSigned by:
Patricia Ruiz
Auditor/Controller

Date: 7/16/2026

Approved as to Liability Provisions⁴

By: _____
N/A
David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement No. A-15517 approved on August 24, 2021.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code § 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute 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.

¹Approval by the County Purchasing Agent or designee is required.

²Approval by the Office of the County Counsel is required.

³Approval by Auditor-Controller or designee is required.

⁴Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A-2 – 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 the mine inspections assigned by County for the 2026 inspection cycle as set forth below:

Services authorized under this Amendment shall include:

1. Completion of assigned mine inspections;
2. Preparation and submission of inspection reports;
3. Revisions or supplemental documentation requested by County; and
4. Completion of documentation necessary for required regulatory reporting.

CONTRACTOR may commence services upon execution of this Bridge Amendment and shall continue until the earlier of:

1. Completion of all 2026 inspection cycle obligations, including required reporting;
2. Execution of a successor agreement resulting from the County’s competitive procurement; or
3. March 31, 2027

A.2 No Guarantee of Future Work

Nothing in this Amendment shall be interpreted as a commitment by County to award CONTRACTOR any future agreement or additional services beyond those expressly authorized herein.

CONTRACTOR acknowledges that County is conducting a competitive procurement process for future inspection services and that CONTRACTOR will be evaluated under that process in the same manner as all respondents.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall compensate CONTRACTOR in accordance with the existing Agreement. County shall pay an amount not to exceed \$651,948 for the performance of work set forth in the Scope of Work.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms.

Inspection Year 2026 (August 1, 2026 through June 30, 2027)**Budget for Annual Mine Inspection**

Mine I.D. and Name	Annual Inspection	FACE/FAM	Total Site Fee
91-27-0005—Natividad Quarry	\$3,404	\$1,057	\$4,461
91-27-0007—BLM Rockpile	\$3,404	\$1,057	\$4,461
91-27-0009—Bitterwater	\$3,404	\$1,057	\$4,461
91-27-0011—Pine Canyon Quarry	\$3,404	\$1,057	\$4,461
91-27-0012—Stonewall Canyon Quarry	\$3,404	\$1,057	\$4,461
91-27-0019—Brinan Pit	\$3,404	\$1,057	\$4,461
91-27-0020—Echenique Pit	\$3,404	\$1,057	\$4,461
91-27-0021—Jefferson Pit	\$3,404	\$1,057	\$4,461
91-27-0025—Chalone Creek Pit	\$3,404	\$1,057	\$4,461
91-27-0027—Chualar Site	\$3,404	\$1,057	\$4,461
91-27-0028—Handley Ranch Quarry	\$3,404	\$1,057	\$4,461
91-27-0029—Hidden Canyon	\$3,404	\$1,057	\$4,461
TOTAL:	\$40,848	\$12,684	\$53,532

Inspection Year 2026 (August 1, 2026 through June 30, 2027)**Budget for Compliance Review**

Mine I.D. and Name	Use Permit Compliance Review
91-27-0005—Natividad Quarry	\$3,615
91-27-0007—BLM Rockpile	\$1,157
91-27-0009—Bitterwater	\$1,157
91-27-0011—Pine Canyon Quarry	\$1,157
91-27-0012—Stonewall Canyon Quarry	\$3,615
91-27-0019—Brinan Pit	\$1,157
91-27-0020—Echenique Pit	\$1,157
91-27-0021—Jefferson Pit	\$1,157
91-27-0025—Chalone Creek Pit	\$2,336
91-27-0027—Chualar Site	\$1,157
91-27-0028—Handley Ranch Quarry	\$3,615
91-27-0029—Hidden Canyon	\$3,615
TOTAL:	\$24,895

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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.

Benchmark Resources Standard Fee Schedule for Additional As-Needed Services August 1, 2026 through June 30, 2027

Item	Rate
LABOR	
Principal	\$270/hour
Mining Engineer/Geologist	\$225/hour
Environmental Analyst	\$177/hour
Graphics/CAD/GIS	\$147/hour
Project Analyst/Document Control	\$132/hour
Additional project staff <i>environmental analyst, resource planner, geologist</i>	\$150-235/hour
EXPENDITURES	
Airfare, auto rental, lodging, equipment, subconsultants, and miscellaneous costs	At Cost
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)

¹. Rates shown here will remain in place for the 2-year duration of the contract.

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, promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number 3100-5990, Project name and/or services, and associated Delivery Order number. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Housing & Community Development – Finance
1441 Schilling Place, 2nd Floor South
Salinas, CA 93908-4725
194-HCD-Finance@countyofmonterey.gov

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance by email or phone (831) 755-4800.

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

The County 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 30 days of receiving the certified invoice.

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

The 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.

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