

**RENEWAL AND AMENDMENT #2 TO AGREEMENT BY AND
BETWEEN
COUNTY OF MONTEREY & Mobycon Inc.**

THIS AMENDMENT NO. 2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and **Mobycon Inc.**, hereinafter “CONTRACTOR”.

WHEREAS, the County and CONTRACTOR entered into an AGREEMENT for the provision of planning consulting services to implement a Caltrans Planning Grant for the term of April 25, 2024 through February 28, 2025; for a contract amount of \$140,800; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via AGREEMENT NO. 1 to extend the term of April 25, 2024 through February 28, 2027; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT via AGREEMENT NO. 2 to increase the contract amount by \$90,000 for a revised not to exceed amount of \$230,800.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 2, “PAYMENT PROVISIONS”, shall be amended by removing “The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$140,800” and replacing it with “The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$230,800.”**
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT 2 shall be attached to the original AGREEMENT respectively.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz

E79EF64E57454F6
Deputy Auditor/Controller

Dated: 4/28/2026 | 9:43 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Signed by:
Michael Whilden

2C6F38174D4940D
County Counsel

Dated: 4/23/2026 | 9:55 AM PDT

CONTRACTOR:

DocuSigned by:
Johan Diepens
By: _____
8FCC8A56F2A943E
Signature of Chair, President, or
Vice-President

Johan Diepens, Founder and CEO

Printed Name and Title

Dated: 4/22/2026 | 12:25 AM PDT

DocuSigned by:
Ellie
By: _____
8B00F73435DA44E
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Elizabeth Allingham, Director

Printed Name and Title

Dated: 4/23/2026 | 6:16 AM PDT

*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

To Agreement by and between
COUNTY OF MONTEREY, hereinafter referred to as “County”
AND
MOBYCON INC., referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

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:

Summary of Scope of Services

Task 1. Project Management and Coordination

Meetings with project leaders and stakeholders to promote coordination and compatibility between proposed projects and programs.

- Coordination with County of Monterey Project Manager
- Discussions with Santa Cruz County Regional Transportation Commission (SCCRTC) to understand and coordinate with the pedestrian bridge crossing of Pajaro River
- Discussions with City of Watsonville to discuss coordination with their Vision Zero program and Main Street project concept
- Discussions with transportation agency stakeholders in the region such as TAMC, MST.

Task 2. Project Concept and Alternatives Development

Development of up to five (5) project concepts and perform alternatives analysis for two (2) more complicated projects in need of additional design exploration and evaluation.

- Begins with Project identification of up to seven (7) projects to advance design development and alternatives analysis.
- Project Concept development of up to five (5) includes cross section, block-by-block plan design in Remix software
- Assumes two (2) projects require expanded design exploration and alternatives analysis to achieve project development clarity
- Resulting concepts and alternatives to be summarized in an info-deck’ presentation format for County and stakeholder review

Task 3. Public Engagement

Engagement with the community to share design options and potential alternatives to gauge community support and preferences. Centered around one in-person workshop with online survey component.

- Hosting and preparation for one in-person engagement workshop in Pajaro/Watsonville area. Two Mobycon staffers to come to Pajaro to host with coordination support from Monterey County staff.

- Online engagement survey in English and Spanish to be developed and promoted in parallel with the in-person engagement.

Task 4. Draft Project Development Plans

Creation of up to seven (7) Project Development Plans, capturing essential project development information in a compact, information rich layout. Includes narrative description, Project visualization, location mapping and cost information.

Mobycon will develop concept-level (approximately 15%) design drawings, prepared to scale and grounded in applicable engineering standards. These drawings are intended to support decision-making, stakeholder engagement, and planning-level cost estimation. They are not construction documents and are not intended for permitting or final engineering.

Task 5. Concept Cost Estimates

Creation of up to seven (7) project cost estimates for each of the project concepts. Cost estimates will be “order-of-magnitude” costs based on concept-level design assumptions, planning-level unit costs, and comparable project benchmarks. It is not intended to serve as an engineering-level estimate. This assumes:

- Coordination with County project delivery team managers to confirm baseline cost assumptions
- Preparation of draft cost estimates for County review
- Review by local engineering firm for peer opinion (selection to be determined)
- Refinement of final cost estimates for integration into Final Project Development Summaries suitable for future grant applications

Task 6. Final Project Development Plans

Finalization of project development information for the selected projects, incorporating County feedback and final cost estimates.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$90,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

PRICING

Senior Rate Elizabeth Allingham, Lennart Nout, Suzanne Woo, Nick Falbo	\$280
Intermediate Rate Matt Pinder, Anna Luten, Robin van der Griend, Zach Vanderkooy	\$240
Junior Rate Narayan Donaldson, Anna Wyner, Jamie Arnau, Arianne Robillard	\$160
Project Administration Rate	\$100

ESTIMATED BUDGET BREAKDOWN

PHASE	DETAILS	PROJECT BUDGET HOURS (DOLLARS)						DISBURSEMENTS		TOTAL	
		Nick Falbo		Matt Plnder		Jemie Anrau		Total Budget Hrs \$		Budget	Budget
		Project Manager		Engineering Lead		Planning Analyst		Hrs	\$	\$	\$
		Hrs	\$280	Hrs	\$240	Hrs	\$160	Hrs	\$	\$	\$
1	Project Management and Coordination										
	Project Management	6	\$1,680	0	\$0	6	\$960	12	\$2,640.00	\$0.00	\$2,640.00
	Other Coordination Meetings	4	\$1,120	0	\$0	4	\$640	8	\$1,760.00	\$0.00	\$1,760.00
	Total	10	\$2,800	0	\$0	10	\$1,600	20	\$4,400.00	\$0.00	\$4,400.00
2	Project Concept Alternatives Development										
	Project Identification for development	4	\$1,120	8	\$1,920	8	\$1,280	20	\$4,320.00	\$0.00	\$4,320.00
	Preliminary Project Concepts (5x)	6	\$1,680	24	\$5,760	12	\$1,920	42	\$9,360.00	\$0.00	\$9,360.00
	Project Concepts for Complex Projects (2x)	6	\$1,680	12	\$2,880	12	\$1,920	30	\$6,480.00	\$0.00	\$6,480.00
	Infor Deck for Monterey County Review	2	\$560	24	\$5,760	0	\$0	26	\$6,320.00	\$0.00	\$6,320.00
	Total	18	\$5,040	68	\$16,320	32	\$5,120	118	\$26,480.00	\$0.00	\$26,480.00
3	Public Engagement										
	Materials Preparation	8	\$2,240	0	\$0	28	\$4,480	36	\$6,720.00	\$0.00	\$6,720.00
	Online Engagement Platform/Survey	4	\$1,120	0	\$0	8	\$1,280	12	\$2,400.00	\$0.00	\$2,400.00
	In-Person Engagement	8	\$2,240	0	\$0	8	\$1,280	16	\$3,520.00	\$0.00	\$3,520.00
	Travel + Expenses	8	\$2,240	0	\$0	8	\$1,280	16	\$3,520.00	\$2,300.00	\$5,820.00
	Total	28	\$7,840	0	\$0	52	\$8,320	80	\$16,160.00	\$2,300.00	\$18,460.00
4	Draft Project Development Summaries(7x)										
	Project Concept Graphics (7x)	21	\$5,880	0	\$0	0	\$0	21	\$5,880.00	\$0.00	\$5,880.00
	Project Development Narrative	4	\$1,120	0	\$0	21	\$3,360	25	\$4,480.00	\$0.00	\$4,480.00
	Project Development Summaries	4	\$1,120	0	\$0	12	\$1,920	16	\$3,040.00	\$0.00	\$3,040.00
	Total	29	\$8,120	0	\$0	33	\$5,280	62	\$13,400.00	\$0.00	\$13,400.00
5	Concept Cost Estimates										
	Cost Estimate Memo for Client Advising	1	\$280	0	\$0	4	\$640	5	\$920.00	\$0.00	\$920.00
	Draft Cost Estimates	4	\$1,120	28	\$6,720	7	\$1,120	39	\$8,960.00	\$7,500.00	\$16,460.00
	Final Cost Estimates	4	\$1,120	7	\$1,680	7	\$1,120	18	\$3,920.00	\$0.00	\$3,920.00
	Total	9	\$2,520	35	\$8,400	18	\$2,880	62	\$13,800.00	\$7,500.00	\$21,300.00
6	Final Project Development Summaries										
	Finalization of Project Development Summaries	3	\$840	0	\$0	7	\$1,120	10	\$1,960.00	\$0.00	\$1,960.00
	Total	3	\$840	0	\$0	7	\$1,120	10	\$1,960.00	\$0.00	\$1,960.00
TOTAL PROJECT		97	\$27,160	103	\$24,720	152	\$24,320	352	\$76,200.00	\$9,800.00	\$86,000.00

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract 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.

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.