

Project Name: Thousand Oaks Boulevard
Landscape Improvements (CI 5653)

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
D & D ENGINEERING, INC.**

Contract No. 13592-2024

THIS FIRST AMENDMENT to the Agreement for Professional Services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **D & D ENGINEERING, INC.** ("Consultant"), entitled Thousand Oaks Boulevard Landscape Improvements (CI 5653) and dated April 9, 2024 (herein "Contract"), is made this 20th day of May 2025.

RECITALS

- A. Section 3 of the Contract, currently, and as may have been previously amended, provides for a "not to exceed" total payment as consideration to Consultant of \$295,715.00 for services generally and briefly described as preparation of the construction contract documents.
- B. Section 5 of Contract, currently, and as may have been previously amended, provides for a termination date of June 30, 2025.
- C. City is in need of adding the Levine Act language to the Contract to comply with current state law.
- D. City is in need of expanding the Scope of Services to be performed under the present Contract, and Consultant is desirous of performing extra services and receiving additional compensation for said extra services.
- E. City and Consultant further desire to extend the date of the Contract while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. The following services to be performed by Consultant are added to Scope of Services listed in Section 2 of Contract and such section is hereby amended to add and also include the following services, and Exhibit A-1 is hereby added to the Contract:

Engineering support services during construction, as more fully described in Exhibit A-1, attached hereto and incorporated herein by reference.

Part 2. The sum of \$116,795 is added as compensation to Consultant under the present Contract for the above described additional services, and Subsection 3 (a) of Contract is hereby amended to read in its entirety as follows:

a) Maximum and Rate. The total compensation payable to Consultant by City for the services under this Agreement SHALL NOT EXCEED the sum of **\$412,510** and shall be earned as the work progresses at the hourly rates and on the basis set forth in the original contract, and as may have been previously amended.

Part 3. The Contract is extended for a period of 365 days and Section 5 is hereby amended to read as follows:

The term of this Contract is from the date first written above to June 30, 2026, unless the term of Contract is extended, or the Contract is terminated as provided for herein.

Part 4. A new Section 31 is hereby added to the Contract to comply with Current State law:

31. LEVINE ACT COMPLIANCE (California Government Code 84308):

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement if the councilmember receives a campaign contribution totaling more than \$500 (aggregated) from the party to the contract, agreement, or franchise agreement, an agent of the party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Councilmembers must also disclose any eligible campaign contribution received on the record of the proceeding.

Councilmembers are also prohibited from soliciting, accepting or directing campaign contributions totaling more than \$500 (aggregated) from the applicant or party, an agent of the applicant/party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months, and for twelve (12) months following the date a final decision on the contract/agreement is made.

The Levine Act also required parties to a contract, agreement, or franchise agreement to disclose any campaign contribution over \$500 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement. The Levine Act does not apply to competitively bid, labor, or personal employment contracts. An agent to the Service Provider is prohibited from making any contributions whatsoever during this time period.

In order to assure compliance with these requirements, Consultant has provided the disclosure requirements identified in the Levine Act Disclosure Form, attached as Exhibit C, incorporated herein by reference, and Consultant verifies by its signature that it has completed Exhibit C in compliance of these requirements.

Consultant shall also be responsible for understanding and complying with requirements of Government Code section 84308, which prohibits parties to a contract/agreement, as well as their agents and representatives, from contributing more than \$500 (aggregated) to a City Council member of the City of Thousand Oaks for the 12 months prior to the award of this Agreement, and for the 12 months following award of this Agreement. Where applicable, Consultant shall disclose any post award campaign contributions prior to seeking an amendment to this Agreement.

Part 5. All terms used in Parts 1, 2, 3, and 4 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1, 2, 3, and 4 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.

**D & D ENGINEERING,
INC.**

Henrik Nazarian, President

Marita Nazarian
Chief Financial Officer

CITY OF THOUSAND OAKS

David Newman, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Nader Heydari, Public Works Director

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Friedl, Assistant City Attorney

EXHIBIT A-1

THOUSAND OAKS BOULEVARD LANDSCAPE IMPROVEMENTS (CI 5653) SCOPE OF WORK

Consultant shall provide the following services:

Task 1 Pre-Construction and Construction Progress Meetings: Attend pre-construction and major jobsite progress meetings with the City and Contractor during construction and provide responses to technical questions.

Task 2 Requests For Information (RFI's) and Design Revisions: Provide responses to construction phase RFIs. Correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings that are discovered during construction, at no additional cost to the City.

Task 3 Review and Approve Submittals for Construction: Develop a submittal tracking log, review contractor's submittals (including resubmittals), and provide responses.

Task 4 Field Review of Construction: Observe construction activities, including but not limited to grading, trenching, pipe layout, plant inspection, tree selection, and tree transplant, and provide recommendations.

Task 5 Inspection, Reporting, and Filing of all SWPPP-related documentation and implementation: Deploy all work necessary for the project's SWPPP permit, including filing of notices, preparing reports, amendments and updates, and providing monitoring and inspections during construction in compliance with the Statewide NPDES Storm Water Permit for Construction.

Task 6 Post-Construction Inspection: Inspect the project site at the end of construction and provide a punch list & recommendation.

Task 7 90-Day Plant Maintenance and Establishment: Provide inspection of the landscape, including plants and irrigation system, during the 90-Day Maintenance and Establishment period to ensure compliance with the contract documents, and do a final punch list walk and provide recommendations.

Task 8 Nesting Bird Survey: Conduct a nesting bird survey and nest monitoring prior to the start of construction and during construction, and establish an appropriate exclusionary buffer around the active nest(s).

Task 9 Survey Monument Preservation: Provide Post-Construction Survey Monument Preservation, including an inspection report and replacement of the monuments disturbed or destroyed during construction.

Task 10 Preparation of Record Drawings: Incorporate all redline comments prepared by the Contractor and Project Inspector on the signed design plans. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment.

EXHIBIT C



LEVINE ACT DISCLOSURE FORM

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement (excluding labor or competitively bid contracts) if the Council member receives a campaign contribution totaling more than \$500 (aggregated*) from the party to the contract, agreement or franchise agreement, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding.

Council members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$500 (aggregated*) from a party, their agent/representative, or a financially interested participant during a proceeding and for 12 months following the date a final decision is made. In addition, a party, their agent/representative, or a financially interested participant is prohibited from contributing more than \$500 (aggregated*) to a Council member during a proceeding and for 12 months following the date a final decision is made.

The Levine Act also requires parties to certain contracts, agreements, or franchise agreements to disclose any campaign contribution over \$500 (aggregated*) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

Is your grant request \$50,000 or greater?

- YES Levine Act applies. Continue to questions 1 & 2 and certification.
- NO Please continue to certification.

1. Have you or your company, or any agent on behalf of you or your company, made campaign contributions totaling more than \$500 (aggregated*) to any council member in the 12 months preceding the date you submitted your proposal, the date you completed this form, or the anticipated date of any Council action related to this Agreement/ Contract?

- YES
- NO

| Council Member Name | Payee Name | Payment Date | Payment Amount |
|---------------------|------------|--------------|----------------|
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2. Do you or your organization, or any agency or representative on behalf of you or your organization, anticipate or plan to make any campaign contributions of more than \$500 (aggregated*) to any City Council member in the 12 months following any City Council action related to this Agreement/Contract? **** There may be legal restrictions on making contributions during the 12 months following City Council Action. It is recommended that you consult with your own legal counsel regarding the requirements of law.**

- YES
 NO

| Council Member Name | Payee Name | Payment Date | Payment Amount |
|---------------------|------------|--------------|----------------|
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Answering "YES" to either question above does not preclude the City of Thousand Oaks from entering into or taking any subsequent action related to this Agreement/Contract. However, it may preclude the identified Council member(s) from participating in any actions/decisions related to this Agreement/Contract.

I, the undersigned, certify that the information provided is complete and accurate to the best of my knowledge. I understand that knowingly providing false information constitutes fraud and is punishable under State of California law and under Federal law.

4/29/2025 Henrik Nazarian D&D Engineering, Inc.

 Date Printed Name/Title of Authorized Name of Business/Legal
 Representative Entity

 Signature 

NOTE: You must submit a supplemental form if you make any new reportable contribution(s) while the Agreement/Contract is being considered

**Aggregated" contributions, as described in FPPC Regulation §18438.5, include the following types of contributions made during a 12-month period: (1) all contributions made by the party or participant; or (2) all contributions made by an individual or entity required to be aggregated with the party or participant. Contributions made by agents of the party are not included in the aggregation.