

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
May 27, 2025
Regular Meeting - 6:45 PM to 8:15 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 860 4514 2483
3. Passcode: 319971

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

- a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the April 22, and May 13, 2025 regular meeting as presented.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Agreement 32500490 with ehs International Inc. for Safety Training Services. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with ehs International Inc. for an initial term of one year from July 1, 2025 to June 30, 2026, with the option for four consecutive one-year period extensions ending June 30, 2030, in the amount not to exceed \$1,550,000 for Safety Training Services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/6rRJAxgKVio>

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: May 27, 2025

TO: Public Works and Transportation Committee

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works and Transportation Committee approve the minutes of the April 22, and May 13, 2025 regular meeting as presented.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. Minutes of the Public Works and Transportation Committee for April 22 2025
2. Minutes of Public Works and Transportation Committee for May 13 2025

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
April 22, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:48 p.m., Chair Luis A. Mc Arthur called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Luis A. Mc Arthur, Member Gabriela Basua and Member Gabe Teran were present.

Member Teran led the pledge of allegiance with a moment of silence in honor of Pope Francis.

Staff members present were Alexander Nguyen, City Manager; Michelle McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Tim Beaman, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Morgan Kessler, City Engineer; and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the April 8, 2025 regular meeting as presented.

No public comments were received.

It was moved by Member Teran, seconded by Member Basua, to approve the Information/Consent item as presented. VOTE: Teran, Basua and Mc Arthur voted in favor; the motion carried 3-0.

D. REPORTS

1. Public Works Department

SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2025-26. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2025-26 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Michael Wolfe, Public Works Director and Morgan Kessler, City Engineer presented and answered the Committee's questions. Discussion ensued among the Committee and staff.

No public comments were received.

It was moved by Chair Mc Arthur, seconded by Member Basua, to approve the recommended action as presented. VOTE: Basua, Teran and Mc Arthur voted in favor; the motion carried 3-0.

2. Public Works Department

SUBJECT: Mid-Cycle Update to the Five-Year Capital Improvement Program for Fiscal Years 2025-2029. (20 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:

1. Approve and adopt updates to the 2025-2029 City of Oxnard Five-Year Capital Improvement Program;
2. Approve project budget appropriations of \$1,300,000 in Fiscal Year 2024-25 consisting of \$250,000 from the Circulation System Improvement Fee Fund (Fund 350, Subfund 8040) available fund balance for the Five Points Intersection Improvements Project C2208, and \$1,050,000 from the Facilities Maintenance Internal Fees Fund (Fund 735) available fund balance for the Elevator Modernization Project C2602 as well as the corresponding Capital Outlay Fund (Fund 301) appropriation increase in the same amounts as noted in the financial impact section;
3. Approve a project budget appropriation transfer of \$201,375 from existing Cultural and Community Services General Fund (Fund 101) operating budget to the Elevator Modernization Project C2602, as well as the corresponding Capital Outlay Fund (Fund 301) appropriation in the same amount as noted in the financial impact section;
4. Approve project budget unappropriations from various funds and subfunds as noted in the financial impact section; and
5. Approve the updates to the Fiscal Year 2025-26 Capital Improvement Program (CIP).

Michael Wolfe, Public Works Director and Morgan Kessler, City Engineer presented and answered the Committee's questions. Discussion ensued among the Committee and staff. Councilwoman Basua would like us to invest additional funding for street lighting.

No public comments were received.

It was moved by Chair Mc Arthur, seconded by Member Teran, to approve the recommended action as presented. VOTE: Teran, Basua and Mc Arthur voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 7:37 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
May 13, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: May 27, 2025

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32500490 with ehs International Inc. for Safety Training Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with ehs International Inc. for an initial term of one year from July 1, 2025 to June 30, 2026, with the option for four consecutive one-year period extensions ending June 30, 2030, in the amount not to exceed \$1,550,000 for Safety Training Services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/6rRJAxgKVio>

BACKGROUND

The California Department of Industrial Relations (Cal/OSHA) requires specific safety training for the construction and general industry sectors. The Public Works Department engages in projects and endeavors that are considered construction and general industry activities. To comply with Cal/OSHA regulations and guarantee the utmost safety for our personnel, the City must provide comprehensive training on various crucial topics. These training topics include but are not limited to Asbestos Awareness, Confined Space Entry and Rescue, Crane Operations and Rigging, Electrical Safety, Fall Protection, Forklift/Heavy Equipment Operations, Hand and Power Tools, Hazardous Waste Awareness and Handling, Mobile Elevating Work Platforms, Traffic Control, Tree Work, Trenching and Excavation Awareness, and Welding and Hot Work Safety.

Historically, the City has completed training in-house or enlisted the services of external consultants to deliver specialized training for specific divisions. This service agreement would allow consistent safety training to the following Public Works Divisions: Engineering, Facilities, Fleet Services, Parks, Special Districts, Street Maintenance, Traffic, Wastewater, Water, Environmental Resources, and other groups as needed.

The City previously entered into an agreement with NATEC International, Inc. (NATEC) from May 1, 2024 through April 30, 2025. NATEC provided approximately 35 training sessions on topics ranging from Defensive Driving to Confined Space Entry. The City expended approximately \$145,000 over the course of the agreement with NATEC. The Agreement with NATEC was the first agreement that was issued to cover department-wide training needs.

Prior to NATEC, the City had an agreement with ehs International Inc. (ehs) to provide safety training for the Wastewater Division. The City spent approximately \$175,000 from September 29, 2021, through May 21,

2024, and conducted over 30 training sessions for Wastewater staff.

Under the new agreement, Public Works is aiming to increase its training opportunities to staff to cover needed training for their assigned roles, as well as to ensure the City stays compliant with Cal/OSHA requirements. The expanded authority of this agreement will allow the City to adjust if new requirements/regulations are released, or adapt if a gap is discovered.

DISCUSSION

The Purchasing Department released a Request for Bid (RFB) PW 25-98 for Safety Training Services for the Public Works Department on March 6, 2025. Several potential vendors were directly notified of the RFB, as well as being published on www.PublicPurchase.com and the City's Purchasing website. Bid submissions were due April 8, 2025. RFB PW 25-98 received a total of 2 bids from the following contractors:

ehs International Inc.
O.S.T.S Inc. (deemed non-responsive)

ehs International Inc. was the lowest bidder and meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that ehs International Inc. is capable of satisfactorily providing safety training services to the City.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

The cost for this agreement with ehs International Inc., shall not exceed \$1,550,000 through June 30, 2030. The estimated spending plan for FY 25-26 is \$305,500 and has been programmed in the relevant funds in the Fiscal Year 2025-26 Proposed Budget within various Public Works and Human Resources programs for Council's consideration. The funding for subsequent fiscal years will be requested during the annual budget process.

The in-person safety training will be selected and paid for by each division on an as-needed basis to meet Cal/OSHA regulations, or other regulators that may require training from time to time, and individual division requirements. Payment shall be made when service is rendered, and there will be no guaranteed spending amounts through the duration of the agreement.

Estimated Spending Plan						
Divisions	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
Water (6013600-52310 & 6013605-52310)	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
Wastewater (6113610-52310)	\$85,000	\$90,000	\$90,000	\$90,000	\$90,000	\$445,000

Environmental Resources (6313630-52310)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Streets (1013401-52310)	\$17,000	\$15,000	\$15,000	\$15,000	\$15,000	\$77,000
Parks (1013301-52310, 1013302- 52310 & 1013304-52310)	\$42,000	\$45,000	\$45,000	\$45,000	\$45,000	\$222,000
Facilities (7353740-52310)	\$11,000	\$10,000	\$10,000	\$10,000	\$10,000	\$51,000
Fleet (7413750-52310)	\$22,000	\$25,000	\$25,000	\$25,000	\$25,000	\$122,000
Special Districts (20003801-52310)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000
Engineering (1013101-52310)	\$8,500	\$6,500	\$6,500	\$6,500	\$5,000	\$33,000
Human Resources (7021703- 53200)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
TOTAL	\$305,500	\$311,500	\$311,500	\$311,500	\$310,000	\$1,550,000

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. 32500490 - ehs International Inc.
2. Bid Tabulation 25-98 Safety Training Services
3. Prior Agreement Rate Sheet
4. Presentation

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND EHS INTERNATIONAL, INC.**

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of ehs International, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

Safety and regulatory training for the Public Works Department, in compliance with local, state, and federal requirements and to promote a safe working environment. The City may add additional training topics as needed.

2. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

ehs International, Inc., a corporation of the State of California, located at 26741 Portola Parkway, Ste #1E823, Foothill Ranch, CA 92610.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: \$1,550,000

- 5. AGREEMENT EXHIBITS.** The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A:	Scope of Services
Exhibit B:	Schedule of Compensation
Exhibit C:	Insurance Requirements: City Insurance Exhibit INS-B
Exhibit D:	Living Wage Policy
Exhibit E:	Prevailing Wage Policy
Exhibit F:	Iran Contracting Certification

- 6. DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name: Lauren Bueling Title: Risk Management Supervisor Phone: (805) 200-5337 Email: lauren.bueling@oxnard.org Address: 300 W Third Street, Oxnard, CA 93030	Consultant Designated Representative Name: Marjorie Del Toro Title: President/CEO Phone: (949) 297-3834 Email: mdeltoro@ehsinc.org Address: 26741 Portola Parkway, Ste #1E823, Foothill Ranch, CA 92610.
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- 7. CONTRACTUAL PREREQUISITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 23 of this Agreement.

8. CONSULTANT'S SERVICES.

- A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

9. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

- A. Allowance for Price Adjustments.

10. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.

- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

11. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 3 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3(B), then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

13. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 21 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

14. [RESERVED].

15. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

16. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

17. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

18. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 18, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

19. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

20. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 21.

21. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

22. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 22, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 22 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees.

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the

deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 22 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 22, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

23. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within “Exhibit C”, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

24. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

25. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

26. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit F."

27. SUBCONTRACTING. If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

28. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a

Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

29. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

30. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

31. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

32. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

- 33. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in "Exhibit A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
- 34. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 35. ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 36. NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
- 37. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

- 38. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
- 39. FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 40. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 41. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 42. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 43. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 44. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 45. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten

signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

46. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

47. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

48. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

EHS INTERNATIONAL, INC.

☐ Luis A. Mc Arthur, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

Marjorie Del Toro, Date
President/CEO

Eric Garcia, ³ Date
Assistant Secretary

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, Date
City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and ehs International, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Lauren Bueling
TITLE: Risk Management Supervisor
PHONE: (805) 200-5337
EMAIL: lauren.bueling@oxnard.org

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to provide Safety Training Services for the City of Oxnard Public Works Department. The City may add additional training topics as needed.

The Contractor shall provide qualified technical and professional staff to supply on-site training to Public Works staff. The Contractor shall be responsible for providing the necessary training material, reports, and records in a timely manner. Vendor must be able to provide up to 8 training topics in one training day. The first training is tentatively scheduled to be on July 9, 2025.

The training topics shall include, but not be limited to:

1. Asbestos Awareness Level Training
2. Asbestos Cement Pipe Worker Initial 4 hour
3. Back Injury Prevention Awareness
4. Bloodborne Pathogens Awareness Level
5. Confined Space Awareness Level 2 Hours
6. Confined Space Entry Initial Level 8 Hours
7. Confined Space Entry Refresher Level 4 Hours
8. Confined Space Entry and Non-Entry Rescue Competent Person Initial Level 16 Hours
9. Confined Space Entry and Non-Entry Rescue Competent Person Refresher Level Training – 8 Hours
10. Confined Space Entry Train-The-Trainer – 16 Hours
11. CPR/First Aid/AED (Adult) Certification Training – 5 Hours (HSI MEDIC First Aid Program)
12. Defensive Driver Training Awareness (Class C)
13. Electrical Awareness Level Training – 2 Hours
14. Electrical Safety Low/High Voltage Qualified Person
15. Elevating Work Platforms & Aerial Devices
16. Elevating Work Platforms & Aerial Devices Initial Level
17. Office Ergonomics Awareness

18. Fall Protection Authorized User 4 Hour
19. Fire Prevention w/ Live Fire Extinguisher Training
20. Fit testing/cartridge filter mask training/ Resp Protection
21. Forklift Operator Initial Level
22. Forklift Operator Refresher
23. Hand and Power Tools Awareness Level Training – 2 Hours
24. Hazard Communication Awareness Level Training – 2 Hours
25. Hazardous Waste handling Awareness
26. HAZWOPER 24 Hour - Occasional Site Worker
27. HAZWOPER First Responder Awareness Level (FRAL)
28. Hearing Conservation Awareness Level Training – 2 Hours
29. Heat Illness Prevention
30. Heavy Equipment Operator Safety Refresher Level
31. Heavy Equipment Operator Training Initial Level (2 Days) Backhoe Loader, Front-End Loader, Excavator, Skid-Steer Loader
32. Hydrogen Sulfide (H₂S) Awareness
33. Indoor Air Quality
34. Injury & Illness Prevention Plan (IIPP)
35. Intro to OSHA/Focus Four
36. Ladder Awareness Level Training – 2 Hours
37. Lockout/Tagout For Affected Employees Training Program – 2 Hours
38. Lockout/Tagout For Authorized Users Training Program – 4 Hours
39. Machine Guarding Awareness Level Training – 2 Hours
40. Mobile Elevating Work Platform Operator Safety Initial Level
41. Overhead Crane Operator Rigging and Signal Person 8 hour
42. Personal Protective Equipment Awareness
43. Pesticide Application
44. RCRA/Cal EPA Hazardous Waste Management Certification
45. Rigger/Signal Person Qualified Level Training – 8 Hours
46. Self Inspections Awareness
47. Slips, Trips & Falls Awareness
48. Traffic Control / Flagging Safety ATSSA Certified Flagger
49. Traffic Control and Flagger Initial 8 hours
50. Traffic Control Awareness Level 2 hours
51. Traffic Control Flagging Initial 8 hours
52. Traffic Control Flagging Refresher 4 Hours
53. Tree Worker Safety
54. Trenching & Excavation Awareness
55. Utility Trailer Safety Initial
56. Welding & Hot Work Safety Awareness

The City reserves the right to make changes to its course needs and for other as-needed services, make adjustments to the training dates based on other City obligations and/or add additional courses resulting from new regulatory requirements. The City shall reasonably inform the vendor in advance of changes.

The following section outlines the responsibilities of both Vendor and Department:

Vendor Responsibilities:

- Develop the course curriculum to meet state, federal and local regulations for Department approved course topics.
- Provide in-person training to Department through a trainer with subject matter expertise.
- Provide course descriptions and associated course credit to the Project Manager prior to acceptance in order for Project Manager to promote training(s).
- Coordinate with Project Manager the course training meeting dates and times.
- Confirm training topic, date, time, location, list of required materials or equipment, along with instructor contact information via email no less than 48 hours prior to training date to Project Manager.
- Provide and distribute as-needed printed materials for each course to attendees.
- Submit an attendance roster to Project Manager after the completion of each course to confirm employee course attendance.
- Prepare and distribute employee certificates of completion, including associated course credit (if applicable) after each course within 30 days of training completion.

Project Manager/Department Responsibilities:

- Coordinate with Vendor regarding course topics and training dates.
- Reserve training location.
- Communicate and promote training dates with Department staff.
- Provide as-needed audio equipment and projector screen for courses.
- Provide reasonable advance notice whenever possible regarding class cancellation that is mutually agreed upon by both parties (Vendor and Project Manager/Department).

Services Cancellation Clause:

Cancellation terms and conditions as specified No-shows are non-refundable and responsible for full payment. Cancellations less than five (5) business days prior to the event will result in a charge equal to 50% of the total billed amount per class to offset costs and time associated with the project. Should any ehsInc equipment be damaged in the process or as a result of the training event, THE CLIENT will be responsible for replacing the equipment at the current set value. Except for the preceding provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other events beyond the other party's control, which could not be foreseen or prevented.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and ehs International, Inc.)

SCHEDULE OF COMPENSATION

No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE
1	Asbestos Awareness Level Training	2	20	\$20	\$1500
2	Asbestos Cement Pipe Worker Initial 4 hour	4	15	\$45	\$1650
3	Back Injury Prevention Awareness	2	20	\$20	\$1500
4	Bloodborne Pathogens Awareness Level	2	20	\$45	\$1500
5	Confined Space Awareness Level 2 Hours	2	20	\$20	\$1500
6	Confined Space Entry Initial Level 8 Hours	8	15	\$45	\$2250
7	Confined Space Entry Refresher Level 4 Hours	4	20	\$45	\$1650
8	Confined Space Entry and Non-Entry Rescue Competent Person Initial Level 16 Hours	16	15	\$65	\$4950
9	Confined Space Entry and Non-Entry Rescue Competent Person Refresher Level Training – 8 Hours	8	15	\$45	\$2250
10	Confined Space Entry Train-The-Trainer – 16 Hours	16	15	\$295	\$4950
11	CPR/First Aid/AED (Adult) Certification Training – 5 Hours (HSI MEDIC First Aid Program)	5	12	\$65	\$2250
12	Defensive Driver Training Awareness (Class C)	2	20	\$20	\$1500
13	Electrical Awareness Level Training – 2 Hours	2	20	\$20	\$1500
14	Electrical Safety Low/High Voltage Qualified Person	8	10	\$65	\$4500
15	Elevating Work Platforms & Aerial Devices	4	10	\$45	\$1650

No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE
16	Elevating Work Platforms & Aerial Devices Initial Level	8	12	\$55	\$2250
17	Office Ergonomics Awareness	2	20	\$20	\$1500
18	Fall Protection Authorized User 4 Hour	4	15	\$45	\$1650
19	Fire Prevention w/ Live Fire Extinguisher Training	4	20	\$45	\$1650
20	Fit testing/cartridge filter mask training/ Resp Protection	4	10	\$55	\$1650
21	Forklift Operator Initial Level	8	10	\$55	\$2250
22	Forklift Operator Refresher	4	10	\$45	\$1650
23	Hand and Power Tools Awareness Level Training – 2 Hours	2	20	\$20	\$1500
24	Hazard Communication Awareness Level Training – 2 Hours	2	20	\$20	\$1500
25	Hazardous Waste Handling Awareness	4	15	\$45	\$1650
26	HAZWOPER 24 Hour - Occasional Site Worker	24	12	\$250	\$5950
27	HAZWOPER First Responder Awareness Level (FRAL)	8	15	\$75	\$2250
28	Hearing Conservation Awareness Level Training – 2 Hours	2	20	\$20	\$1500
29	Heat Illness Prevention	2	20	\$20	\$1500
30	Heavy Equipment Operator Safety Refresher Level	4	12	\$45	\$1650
31	Heavy Equipment Operator Training Initial Level (2 Days) Backhoe Loader, Front-End Loader, Excavator, Skid-Steer Loader	16	10	\$65	\$4950
32	Hydrogen Sulfide (H2S) Awareness	2	20	\$20	\$1500
33	Indoor Air Quality	2	20	\$20	\$1500
34	Injury & Illness Prevention Plan (IIPP)	4	20	\$35	\$1650
35	Intro to OSHA/Focus Four	4	20	\$55	\$1650
36	Ladder Awareness Level Training – 2 Hours	2	20	\$20	\$1500
37	Lockout/Tagout For Affected Employees Training Program – 2 Hours	2	20	\$20	\$1500
38	Lockout/Tagout For Authorized Users Training Program – 4 Hours	4	15	\$45	\$1650
39	Machine Guarding Awareness Level Training – 2 Hours	2	20	\$20	\$1500

No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE
40	Mobile Elevating Work Platform Operator Safety Initial Level	8	12	\$55	\$2250
41	Overhead Crane Operator Rigging and Signal Person 8 hour	8	12	\$55	\$2250
42	Personal Protective Equipment Awareness	2	20	\$20	\$1500
43	Pesticide Application	2	20	\$20	\$1500
44	RCRA/Cal EPA Hazardous Waste Management Certification	4	15	\$45	\$2250
45	Rigger/Signal Person Qualified Level Training – 8 Hours	8	12	\$55	\$2250
46	Self-Inspection Awareness	2	20	\$20	\$1500
47	Slips, Trips & Falls Awareness	2	20	\$20	\$1500
48	Traffic Control / Flagging Safety ATSSA Certified Flagger	8	12	\$75	\$2950
49	Traffic Control and Flagger Initial 8 hours	8	15	\$55	\$2250
50	Traffic Control Awareness Level 2 hours	2	20	\$20	\$1500
51	Traffic Control Flagging Initial 8 hours	8	15	\$65	\$2250
52	Traffic Control Flagging Refresher 4 hours	4	15	\$45	\$1650
53	Tree Worker Safety	2	20	\$20	\$1500
54	Trenching & Excavation Awareness	4	20	\$45	\$1650
55	Utility Trailer Safety Initial	4	12	\$55	\$1650
56	Welding & Hot Work Safety Awareness	2	20	\$20	\$1500
TOTAL COST					\$114,500

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and ehs International, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE		SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE		
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B				
COVERAGES 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.						
CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HERED AUTOS ☒ NON-OWNED AUTOS ☒ GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

INS-B.doc

INS-B.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and ehs International, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and ehs International, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and ehs International, Inc.)

IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION (TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT) Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

Bid Tabulation 25-98 Safety Training Services for Public Works

ehs International, Inc.

No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE
1	Asbestos Awareness Level Training	2	20	\$20	\$1500
2	Asbestos Cement Pipe Worker Initial 4 hour	4	15	\$45	\$1650
3	Back Injury Prevention Awareness	2	20	\$20	\$1500
4	Bloodborne Pathogens Awareness Level	2	20	\$45	\$1500
5	Confined Space Awareness Level 2 Hours	2	20	\$20	\$1500
6	Confined Space Entry Initial Level 8 Hours	8	15	\$45	\$2250
7	Confined Space Entry Refresher Level 4 Hours	4	20	\$45	\$1650
8	Confined Space Entry and Non-Entry Rescue Competent Person Initial Level 16 Hours	16	15	\$65	\$4950
9	Confined Space Entry and Non-Entry Rescue Competent Person Refresher Level Training – 8 Hours	8	15	\$45	\$2250
10	Confined Space Entry Train-The-Trainer – 16 Hours	16	15	\$295	\$4950
11	CPR/First Aid/AED (Adult) Certification Training – 5 Hours (HSI MEDIC First Aid Program)	5	12	\$65	\$2250
12	Defensive Driver Training Awareness (Class C)	2	20	\$20	\$1500
13	Electrical Awareness Level Training – 2 Hours	2	20	\$20	\$1500
14	Electrical Safety Low/High Voltage Qualified Person	8	10	\$65	\$4500
15	Elevating Work Platforms & Aerial Devices	4	10	\$45	\$1650
16	Elevating Work Platforms & Aerial Devices Initial Level	8	12	\$55	\$2250
17	Office Ergonomics Awareness	2	20	\$20	\$1500
18	Fall Protection Authorized User 4 Hour	4	15	\$45	\$1650
19	Fire Prevention w/ Live Fire Extinguisher Training	4	20	\$45	\$1650
20	Fit testing/cartridge filter mask training/ Resp Protection	4	10	\$55	\$1650
21	Forklift Operator Initial Level	8	10	\$55	\$2250
22	Forklift Operator Refresher	4	10	\$45	\$1650
23	Hand and Power Tools Awareness Level Training – 2 Hours	2	20	\$20	\$1500

24	Hazard Communication Awareness Level Training – 2 Hours	2	20	\$20	\$1500
25	Hazardous Waste Handling Awareness	4	15	\$45	\$1650
26	HAZWOPER 24 Hour - Occasional Site Worker	24	12	\$250	\$5950
27	HAZWOPER First Responder Awareness Level (FRAL)	8	15	\$75	\$2250
28	Hearing Conservation Awareness Level Training – 2 Hours	2	20	\$20	\$1500
29	Heat Illness Prevention	2	20	\$20	\$1500
30	Heavy Equipment Operator Safety Refresher Level	4	12	\$45	\$1650
31	Heavy Equipment Operator Training Initial Level (2 Days) Backhoe Loader, Front-End Loader, Excavator, Skid-Steer Loader	16	10	\$65	\$4950
32	Hydrogen Sulfide (H2S) Awareness	2	20	\$20	\$1500
33	Indoor Air Quality	2	20	\$20	\$1500
34	Injury & Illness Prevention Plan (IIPP)	4	20	\$35	\$1650
35	Intro to OSHA/Focus Four	4	20	\$55	\$1650
36	Ladder Awareness Level Training – 2 Hours	2	20	\$20	\$1500
37	Lockout/Tagout For Affected Employees Training Program – 2 Hours	2	20	\$20	\$1500
38	Lockout/Tagout For Authorized Users Training Program – 4 Hours	4	15	\$45	\$1650
39	Machine Guarding Awareness Level Training – 2 Hours	2	20	\$20	\$1500
40	Mobile Elevating Work Platform Operator Safety Initial Level	8	12	\$55	\$2250
41	Overhead Crane Operator Rigging and Signal Person 8 hour	8	12	\$55	\$2250
42	Personal Protective Equipment Awareness	2	20	\$20	\$1500
43	Pesticide Application	2	20	\$20	\$1500
44	RCRA/Cal EPA Hazardous Waste Management Certification	4	15	\$45	\$2250
45	Rigger/Signal Person Qualified Level Training – 8 Hours	8	12	\$55	\$2250
46	Self-Inspection Awareness	2	20	\$20	\$1500
47	Slips, Trips & Falls Awareness	2	20	\$20	\$1500
48	Traffic Control / Flagging Safety ATSSA Certified Flagger	8	12	\$75	\$2950
49	Traffic Control and Flagger Initial 8 hours	8	15	\$55	\$2250
50	Traffic Control Awareness Level 2 hours	2	20	\$20	\$1500
51	Traffic Control Flagging Initial 8 hours	8	15	\$65	\$2250
52	Traffic Control Flagging Refresher 4 hours	4	15	\$45	\$1650
53	Tree Worker Safety	2	20	\$20	\$1500

54	Trenching & Excavation Awareness	4	20	\$45	\$1650
55	Utility Trailer Safety Initial	4	12	\$55	\$1650
56	Welding & Hot Work Safety Awareness	2	20	\$20	\$1500
TOTAL COST					\$114,500

*Note - One additional bid, O.S.T.S INC. was deemed to be non-responsive therefore not included in the bid tabulation.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and NATEC INTERNATIONAL, INC.)**

SCHEDULE OF COMPENSATION

No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE
1	Asbestos Awareness Level Training	1-2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
2	Asbestos Cement Pipe Worker Initial 4 hour	4 hours	15	\$38 / student	\$1383
3	Bloodborne Pathogens Awareness Level	2 hours	25	\$38 / student	\$1228 \$850 (Virtual)
4	Confined Space Awareness Level 2 Hours	2 hours	25	\$38 / student	\$1433 \$950 (Virtual)
5	Confined Space Entry Initial Level 8 Hours	8 hours	20		\$1610
6	Confined Space Entry Refresher Level 4 Hours	4 hours	25	\$58 / student	\$1433
7	Confined Space Entry and Non-Entry Rescue Competent Person Initial Level 16 Hours	16 hours	12		\$2997
8	Confined Space Entry and Non-Entry Rescue Competent Person Refresher Level Training – 8 Hours	8 hours	15		\$1610
9	Confined Space Entry Train-The-Trainer – 16 Hours	16 hours	10		\$4137
10	CPR/First Aid/AED (Adult) Certification Training – 5 Hours (HSI MEDIC First Aid Program)	5 hours	12		\$1310
11	Defensive Driver Training Awareness (Class C)	2 hours	25	\$38 / student	\$1405 \$950 (Virtual)
12	Electrical Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1405
13	Electrical Safety Low/High Voltage Qualified Person	8 hours	15		\$1917
14	Elevating Work Platforms & Aerial Devices	8 hours	12		\$1433
No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE

15	Elevating Work Platforms & Aerial Devices Initial Level	8 hours	12		\$1610
16	Fall Protection Authorized User 4 Hour	4 hours	20	\$58 / student	\$1433
17	Fire Prevention w/ Live Fire Extinguisher Training	4 hours	15		\$1483
18	Fit testing/cartridge filter mask training/ Resp Protection	2-4 hours	15		\$1383
19	Forklift Operator Initial Level	8 hours	12		\$1510
20	Hand and Power Tools Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
21	Hazard Communication Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
22	Hazardous Waste handling Awareness	2 hours	25	\$38 / student	\$1183
23	HAZWOPER 24 Hour - Occasional Site Worker	24 hours	25		\$4797
24	HAZWOPER First Responder Awareness Level (FRAL)	8 hours	25	\$58 / student	\$1383
25	Hearing Conservation Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183
26	Heat Illness Prevention	2 hours	25	\$38 / student	\$1183
27	Heavy Equipment Operator Safety Refresher Level	8 hours	12		\$1433 \$1200 (Virtual)
28	Heavy Equipment Operator Training Initial Level (2 Days) Backhoe Loader, Front-End Loader, Excavator, Skid-Steer Loader	16 hours	12		\$3237
29	Injury & Illness Prevention Plan (IIPP)	1-2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
30	Intro to OSHA/Focus Four	6-8 hours	25	\$58 / student	\$1433
31	Ladder Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
32	Lockout/Tagout For Affected Employees Training Program – 2 Hours	2 hours	25	\$38 / student	\$1248
33	Lockout/Tagout For Authorized Users Training Program – 4 Hours	4 hours	20	\$58 / student	\$1433
34	Machine Guarding Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183
35	Mobile Elevating Work Platform Operator Safety Initial Level	8 hours	12		\$1510
36	Overhead Crane Operator Rigging and Signal Person 8 hour	8 hours	12		\$1610
37	Personal Protective Equipment Awareness	1-2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
38	Pesticide Application	4 hours	20		\$1610
39	RCRA/Cal EPA Hazardous Waste Management Certification	6-8 hours	20		\$1710
No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE

Agreement No. 32400411

40	Rigger/Signal Person Qualified Level Training – 8 Hours	16 hours (Qualified level)	12		\$3597 (16 hours/Qualified level)
		8 hours (Competent Person Level)	20		\$1610 (8 hours/Competent Person Level)
41	Slips, Trips & Falls Awareness	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
42	Traffic Control / Flagging Safety ATSSA Certified Flagger	4 hours	15		\$2600
43	Traffic Control and Flagger Initial 8 hours	8 hours	15		\$1610
44	Traffic Control Awareness Level 2 hours	2 hours	20	\$58 / student	\$1348
45	Traffic Control Flagging Initial 8 hours	8 hours	20		\$1610
46	Traffic Control Flagging Refresher 4 Hours	4 hours	20	\$58 / student	\$1383
47	Tree Worker Safety	4 hours	20		\$1610
48	Trenching & Excavation Awareness	4 hours	20		\$1510
49	Utility Trailer Safety Initial	8 hours	12		\$1510
50	Welding & Hot Work Safety Awareness	4 hours	20	\$38 / student	\$1433
51	Hydrogen Sulfide (H2S) Annual Awareness Training	4 hours	20	\$38 / student	\$1433

Agreement 32500490 with ehs International, Inc. for Safety Training Services

Public Works & Transportation Committee, May 27, 2025

City Council, June 17, 2025

Olivia Zolfaghari, Health & Safety
Human Resources Department

Public Works & Transportation Committee

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with ehs International Inc. for an initial term of one year from July 1, 2025 to June 30, 2026, with the option for four consecutive one-year period extensions ending June 30, 2030, in the amount not to exceed \$1,550,000 for Safety Training Services.

City Council

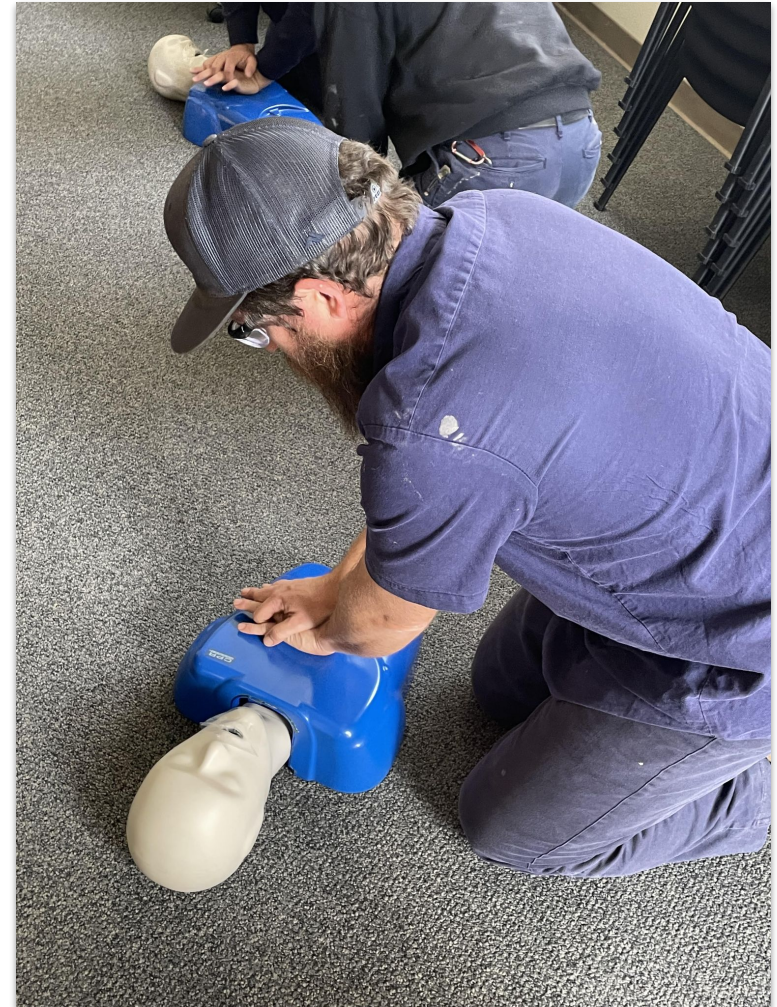
That the City Council approve and authorize the Mayor to execute an Agreement with ehs International Inc. for an initial term of one year from July 1, 2025 to June 30, 2026, with the option for four consecutive one-year period extensions ending June 30, 2030, in the amount not to exceed \$1,550,000 for Safety Training Services.

- The California Department of Industrial Relations (Cal/OSHA) requires specific safety training for the construction and general industry sectors
 - The various divisions within Public Works fall under these categories
- To comply with Cal/OSHA regulations and enhance safety for personnel, the City set out to acquire safety training on a range of crucial topics including, but not limited to:
 - Confined space entry/rescue, hazardous waste, hand and power tools, trenching, excavation, and welding
- Historically, the City has completed training in-house or enlisted the services of external consultants to deliver specialized training for specific divisions



Confined Space Entry (Left) / Forklift Operator Certification (Right)

- In an effort to provide consistent safety training to all Public Works employees, a safety training agreement was solicited for the following:
 - Engineering, Facilities, Fleet Services, Parks, Special Districts, Street Maintenance, Traffic, Water, Wastewater, and Environmental Resources
- Additional groups may be added



CPR Training

- The Purchasing Department released Request for Bid (RFB) PW 25-98 for Safety Training Services for the Public Works Department on March 6, 2025
 - Bid submissions due date - April 8, 2025
 - 2 bids received from the following contractors:

ehs International, Inc.	OSTS, Inc.
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- ehs International Inc. was the lowest responsive bidder and met all required City contractual provisions
- Through this agreement, ehs International Inc. will provide safety training services to the various Public Works divisions on an as needed basis

- The not to exceed amount for this agreement with ehs International Inc. is \$1,550,000
 - Available appropriations shall be used for the remainder of the Fiscal Year 2025-26
 - Funding for subsequent fiscal years will be requested during the annual budget process
- In-person safety training will be selected and paid for by each division on an as-needed basis to meet Cal/OSHA regulations and individual division requirements
- Payment shall be made when service is rendered and there will be no guaranteed spending amounts through the duration of the agreement.



End of Presentation