



TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, December 3, 2024, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION 54953(e).

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "[City Council Meeting Videos](#)" under the "City Council" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

During the upcoming City Council meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - o **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2559 241 2676** and **Event Password: TracyCC**
 - o ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - o **Join by phone by dialing +1-408-418-9388, enter 25592412676#8722922# Press *3 to raise the hand icon to speak on an item.**
- *Protocols for commenting via WebEx:*
 - o *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - 1) *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - 2) *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - o *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
 - o *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Date Posted: November 27, 2024

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6105) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agenda items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Notice - A 90 day limit is set by law for filing challenges in the Superior Court to certain City administrative decisions and orders when those decisions or orders require: (1) a hearing by law, (2) the receipt of evidence, and (3) the exercise of discretion. The 90 day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge a City Council action in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised during the public hearing, or raised in written correspondence delivered to the City Council prior to or at the public hearing.

Full copies of the agenda are available on the City's website: www.cityoftracy.org

Date Posted: November 27, 2024

CALL TO ORDER

ACTIONS, BY MOTION, OF CITY COUNCIL PURSUANT TO AB 2449, IF ANY

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Employee of the Month
2. Certificates of Appointment – Youth Advisory Commission
3. D.A.R.E. Presentation

ORDER OF BUSINESS

1. CONSENT CALENDAR

- 1.A. Approval of November 19, 2024, Closed Session and Regular Meeting Minutes.
- 1.B. Staff recommends that the City Council adopt a resolution approving execution of a Senate Bill 125 Fund Transfer Agreement (C-24-020) between San Joaquin Council of Governments and City of Tracy in the amount of \$3,853,856.
- 1.C. 1) The Mayor appoint Leah Shoaito as a youth Commissioner to the Environmental Sustainability Commission (ESC), as recommended by the interview and selection panel convened per the ESC Bylaws, for the remainder of a one (1) year term ending on July 31, 2025, and 2) the City Council adopt a resolution approving the appointment.
- 1.D. Staff recommends that the City Council adopt a resolution: (1) authorizing a construction contingency of \$1,500,000 for the contract awarded to O.C. Jones & Sons, Inc., pursuant to Resolution 2024-085, and (2) authorizing the City Manager to approve change orders up to the contingency amount, if needed.
- 1.E. Staff recommends that the City Council adopt a resolution approving an On-Call Professional Services List, for five years, of qualified consultants to provide Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services.
- 1.F. Staff recommends that the City Council adopt the following, each by separate resolution: (A) approving an On-Call List, for five years, of qualified consultants for Traffic Engineering Services; and (B) approving (1) the execution of six separate Master Professional Services Agreements, each with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000, with each of the listed qualified consultants: Advanced Mobility Group, DKS Associates, Fehr & Peers, Interwest Consulting Group, TJKM, and W-Trans; and (2) an administrative extension for up to two years based on satisfactory performance for each Master Professional Services Agreement, if needed.

- 1.G. Staff recommends that the City Council adopt two separate Resolutions: 1) Authorizing execution of Amendment No.1 to the General Services Agreement to be effective retroactively from July 1, 2024 with Alpha Analytical Laboratories, Inc. for laboratory analysis and testing services for the Utilities Division Laboratory and for an annual not-to-exceed amount of \$100,000 2) Authorizing Amendment No.1 to the General Services Agreement to be effective retroactively from July 1, 2024 with Eurofins Eaton Analytical, LLC. laboratory analysis and testing services for the Utilities Division Laboratory and for an annual not-to-exceed amount of \$75,000.
- 1.H. Staff recommends that the City Council adopt a Resolution approving the amended Compensation & Benefit Plans for both Department Heads and the Confidential Employees Unit, reflecting the establishment and transition to a Retiree Health Savings Account for eligible employees and other classification changes.
- 1.I. Staff recommends that the City Council adopt the following resolutions: (1) (A) Awarding a Construction Contract to ARB, Inc., of Lake Forest, California, in the amount of \$5,699,094 for construction of the Lammers 20-Inch Water Main Project, Capital Improvement Project 75160 (Project); (B) Authorizing the City Manager to approve change orders up to the contingency amount of \$569,909; and (C) Authorizing a Project Not-to-Exceed Construction Budget of \$7,226,500; and (2) (A) Approving the execution of a Professional Services Agreement with West Yost Associates, Inc. for Construction Management Services for the Project, for a total not-to-exceed amount of \$522,542 for a term of one year; and (B) Authorizing the City Manager to approve an administrative extension of one year, if needed.
- 1.J. Staff recommends that the City Council adopt a resolution 1. Approving the execution of a Professional Services Agreement with Pestmaster Services, L.P. for pest control services at City facilities for an initial term of two years, with compensation not to exceed \$35,977.00 annually; and 2. Authorizing five additional one-year administrative extensions contingent upon budget availability and satisfactory performance.
- 1.K. Staff recommends that the City Council adopt a Resolution approving an On-Call List of legal professionals, for a term of three years with the option to extend for two additional three-year terms, to provide general advisory legal services, special counsel services, Assistant City Attorney services, litigation services and other matters as determined by the City Attorney.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. Staff recommends that the City Council conduct a public hearing, and upon conclusion, adopt a resolution approving the Community Development Block Grant and HOME Investment Partnership Program local funding priorities in the scoring of Community Development Block Grant and HOME Investment Partnership Program grant applications and funding allocation recommendations for fiscal years 2025-26 through 2030-31.

- 3.B. Adopting a Resolution 1) Amending the At-Will Employment Agreement between Midori Lichtwardt and the City of Tracy, effective December 3, 2024, to reflect a merit increase of 5% for a bi-weekly increase from \$11,805.56 to \$12,395.84; 2) Amending the Master Salary Schedule to reflect the salary increase for the City Manager, effective December 3, 2024; and 3) Amending the Master Salary Schedule, to reflect the salary increase for the Mayor, City Council and Treasurer approved by Ordinance 1351, effective January 1, 2025.

- 4. ITEMS FROM THE AUDIENCE
- 5. STAFF ITEMS
- 6. COUNCIL ITEMS
- 7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

November 19, 2024, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

1. Mayor Young called the meeting to order at 5:05 p.m.
2. There were no actions taken pursuant to AB 2449.
3. Roll call found Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. City Council had no declarations of conflicts.
4. Items from the audience – There was no public comment.
5. DISCUSSION ITEMS

5.A. Personnel Matter (Gov. Code § 54954.5; § 54957(b)(1))

(1) Public Employee Performance Evaluation/Discipline/Dismissal/Release

Position Title: City Attorney

(2) Conference with Labor Negotiators

Agency Designated Representatives: Juan Lopez, Amistad Associates
Kimberly Murdaugh, Human Resources
Director

Unrepresented Employee: Bijal Patel, City Attorney

5.B. Personnel Matter (Gov. Code § 54954.5; § 54957(b)(1))

(1) Public Employee Performance Evaluation/Discipline/Dismissal/Release

Position Title: City Manager

(2) Conference with Labor Negotiators

Agency Designated Representatives: Juan Lopez, Amistad Associates
Kimberly Murdaugh, Human Resources
Director

Unrepresented Employee: Midori Lichtwardt, City Manager

There was no public comment on items 5.A and 5.B.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to recess to closed session. Roll call found all in favor; passed and so ordered. Time: 5:07 p.m.

6. Reconvene to Open Session – Time: 7:10 p.m.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to continue the closed session until after the regular meeting. Roll call found all in favor; passed and so ordered.

Following the adjournment of the regular meeting, Council reconvened the closed session at 9:10 p.m.

City Council reconvened to open session at 10:05 p.m. to report final action on agenda item 5.A.

7. Report of Final Action for Agenda Item 5.A - Kimberly Murdaugh, Director of Human Resources stated the City will be entering into a Separation Agreement with City Attorney, Bijal Patel.

Council Member Arriola announced at this time Ms. Patel is voluntarily issuing her resignation as Tracy City Attorney and the City Council is accepting her resignation.

Ms. Murdaugh continued stating the terms of that agreement. Ms. Patel will work in the following:

- Active capacity through December 31, 2024, and then enter her voluntary resignation as of December 31, 2024.
- Receive a settlement reflective of 12-months severance pay, which would be her salary earned between January – December 2025.
- Advancement of 140 hours of management leave that would be advanced to her in January 2025.
- The equivalent of 12-months COBRA payments to allow for the continuation of health care for her and her family in addition to California State Bar fees for calendar year 2025. Bijal Patel is responsible for the payment of those fees directly to the State Bar.

The terms of the settlement agreement received three yes votes (Council Member Arriola, Mayor Pro Tem Davis, and Mayor Young) and two abstained votes (Council Members Bedolla and Evans) from City Council.

Ms. Patel will work in active status in the office through December 3, 2024, and remain in active status and work remotely from December 4 through December 31, 2024.

Council Members thanked Ms. Patel for her service to the City and wished her luck in her future endeavors.

Council returned to closed session at 10:13 p.m. to discuss agenda item 5.B.

Council Member Bedolla left the meeting at 10:13 p.m.

Council reconvened to opened session at: 10:50 p.m.

Report of Final Action on Item 5.B – Mayor Young announced staff will be returning on December 3, 2024, with an amended contract for City Manager Midori Lichtwardt.

8. There were no Council items or comments.

9. Adjournment Time: 10:51 p.m.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adjourn. Roll call found Council Members Arriola, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Council Member Bedolla absent.

The above agenda was posted at the Tracy City Hall on November 14, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

November 19, 2024, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

Mayor Young called the meeting to order at 7:19 p.m.

There were no actions taken pursuant to AB 2449.

Roll call and Declaration of Conflicts – Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. City Council had no declaration of conflicts.

Mayor Young led the Pledge of Allegiance.

Pastor Tim Heinrich, Crossroads Baptist Church offered the invocation.

Midori Lichtwardt, City Manager presented Employee of the Month Award to Veronica Nunez, Police Department.

Sekou Millington, Police Chief swore in Officer Jessica Codde.

Mayor Young presented Keys to the City to West High School Airforce JROTC, Mercedes Silveira-Gouveia and Brian Pekari.

Mayor Young presented a Proclamation for National Children's Grief Awareness Day to Bobby Jackson, Jackson 3 Foundation.

1. CONSENT CALENDAR – Following the removal of Consent Item 1.E by Robert Tanner motion was made by Council Member Arriola and seconded by Council Member Evans to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.
 - 1.A. Approval of October 15, 2024, Regular Meeting Minutes. – Minutes were adopted.
 - 1.B. The Tracy Finance Committee recommend that the City Council adopt a Resolution: 1) Amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2025 to reflect actual expenses and revenues and requested augmentations to fund various departmental needs; 2) Authorizing the Budget Officer to amend the City's position control roster for FY 2024-25, and 3) Authorizing amendments to the Master Salary Schedule. – Resolution 2024-190 amended the City's Operating and Capital Budget for FY ending June 30, 2025, authorized the amendment to the City's position control roster for FY 2024-25, and authorized amendments to the Master Salary Schedule.
 - 1.C. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution: (1) Authorizing the acceptance of a grant award from the Emergency Food and Shelter Program allocation in the amount of \$12,968 to support the cost of meals and shelter bed nights at the Temporary Emergency Housing Facility Project Capital Improvement Project CIP 71112; and (2) Appropriating the full grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division for Fiscal Year 2024-2025. –

Resolution 2024-191 accepted a grant award from the Emergency Food and Shelter Program allocation in the amount of \$12,968 and appropriated the full grant funds to the Parks, Recreation and Community Services Division for Fiscal Year 2024-2025.

- 1.D. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution: (1) Approving the execution of a Gas and Electric Extension Agreement with Pacific Gas and Electric, Inc., (PG&E) for new service activation at 370 W. Arbor Avenue for the Phase II Improvements at the Temporary Emergency Housing Facility, Capital Improvement Project 71112 (TEHF), in the amount of \$74,873; (2) Ratifying the previously executed Gas and Electric Extension Agreement with PG&E for new service activation at 384 W. Arbor Avenue for the Phase III and IV Improvements of the TEHF, in the amount of \$73,524.81. – **Resolution 2024-192** approved the Gas and Electric Extension Agreement with Pacific Gas and Electric, Inc. and ratified the previously executed Gas and Electric Extension Agreement with PG&E for new service activation at 384 W. Arbor Ave for the Phase III and IV improvements of the TEHF.
- 1.F. Staff recommends that the Mayor appoint, and the City Council approve through adoption of a resolution, the appointments of eleven youth Commissioners to the Youth Advisory Commission (YAC), as recommended by the interview and selection panel convened pursuant to the YAC Bylaws. – **Resolution 2024-193** approved the appointment of eleven youth commissioners to the Youth Advisory Commission.
- 1.G. Staff recommends that the City Council adopt a resolution (1) authorizing the acceptance of a dedication of a public waterline easement within West Parkway Village, and (2) authorizing the City Clerk to record the easement document with the San Joaquin County Recorder. – **Resolution 2024-194** accepted a dedication of a public waterline easement within West Parkway Village and authorized the City Clerk to record the easement document with the San Joaquin County Recorder.
- 1.H. Staff recommends that the City Council adopt a Resolution: (1) Appointing Gordon Anderson MacKay to serve as Interim Director of Public Works, effective November 20, 2024; and (2) Approving an employment agreement between Gordon Anderson MacKay and the City of Tracy for an hourly salary of \$119.76. – **Resolution 2024-195** appointed Gordon Anderson MacKay to serve as Interim Director of Public Works.
- 1.I. Staff recommends that the City Council adopt a Resolution: (1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the action herein; (2) Authorizing the execution of a Professional Services Agreement with LeaderGov, LLC for facilitation of staff retreats and professional development services for an initial term of two years, with a retroactive effective date of January 1, 2024, and for a total not to exceed amount of \$49,800; and (3) Authorizing an administrative option to extend for an additional one year based on satisfactory performance and the City's continued need for such services. – **Resolution 2024-196** approved making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements, authorized a Professional Services Agreement with LeaderGov, LLC, and authorized an administrative option to

extend for an additional one year based on satisfactory performance and the City's continued need for such service.

- 1.J. Staff recommends that the City Council adopt a resolution: (1) Approving a Professional Services Agreement with Madill Enterprises, Inc. DBA Advanced Property Services for janitorial services of City facilities for an initial term of two years, with compensation not to exceed \$511,588 per fiscal year. (2) Authorizing an administrative option for additional five (5) one-year extensions upon satisfactory performance. – **Resolution 2024-197** approved an agreement with Madill Enterprises, Inc. DBA Advanced Property Services for janitorial services.
- 1.K. Staff recommends that the City Council adopt a Resolution 1) Approving the execution of Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump utilizing the Sourcewell Cooperative Program in the amount of \$103,443.00 for the Wastewater Treatment Plant; 2) declaring the existing mobile dewatering pump as surplus pursuant to Tracy Municipal Code Section 2.20.310 and approving its disposition. – **Resolution 2024-198** approved a Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump utilizing the Sourcewell Cooperative Program.
- 1.L. Staff recommends that City Council adopt a Resolution 1) Approving the execution of a General Services Agreement with Calgon Carbon, a Delaware Corporation for Capital Improvement Project No. 75126, for removal and replacement of granular activated carbon for the John Jones Water Treatment Plant for a sixteen-month term in a total not-to-exceed amount of \$1,206,478; and 2) Reject Carbon Activated Corporation's bid as non-responsive. – **Resolution 2024-199** approved a General Services agreement with Calgon Carbon for removal and replacement of granular activated carbon for the John Jones Water Treatment Plant.
- 1.M. Staff recommends that the City Council adopt a Resolution: (1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the action herein; (2) Authorizing the execution of a Professional Services Agreement with GovInvest, Inc. for actuarial software services and technology for an initial term of two years, with a retroactive effective date of July 31, 2024, and for a total not-to-exceed amount of \$150,000; and (3) Authorizing an administrative extension of one year contingent upon satisfactory performance and budget availability. – **Resolution 2024-200** approved making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing with bidding requirements, authorized an Professional Services Agreement with GovInvest, Inc. for actuarial software services and technology and authorized an administrative extension for one year upon satisfactory performance and budget availability.
- 1.N. Staff recommends that the City Council adopt a Resolution: (1) rescinding Resolution 2021-126; and (2) authorizing amendment No. 2 to the General Services Agreement with EPIC iO for certain services in City of Tracy's parks for an annual not-to-exceed amount of \$175,000 and making it effective retroactively from September 7, 2021. – **Resolution 2024-201** rescinded Resolution 2021-126, authorized amendment No. 2 to General Services Agreement with EPIC iO for certain services in City of Tracy's parks.

- 1.O. Staff recommends that the City Council adopt a resolution approving the execution of a Professional Services Agreement with the Jefferson School District effective retroactively from August 1, 2024, utilizing one (1) Tracy Police Officer to serve as a School Resource Officer for a contract term of one year.-
Resolution 2024-202 approved a Professional Services Agreement with Jefferson School District retroactively from August 1. 2024, utilizing one Tracy Police Officer to serve as School Resource Officer.
- 1.E. Staff recommends that the City Council adopt the following Resolutions: 1) (A) Rescinding Resolution 2023-234 that approved the Regular Meeting Calendar of the Tracy City Council for 2024 (Calendar), and B) approving an amended Regular Meeting Calendar of the Tracy City Council for 2024, and 2) adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2025.

Robert Tanner pulled the item to confirm that the December 17, 2024, regular Council meeting is being reinstated and the new City Council will be sworn in on that date, and requested not to cancel the January 7, 2025, regular Council meeting.

Council questions and comments followed.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Evans to adopt Resolution **2024-203** 1) Rescinding Resolution 2023-234 that approved the regular meeting calendar of the Tracy City Council for 2024; and 2) approving an amended regular meeting calendar of the Tracy City Council for 2024 and adopt **Resolution 2024-204** adopting the regular meeting calendar of the Tracy City Council for calendar year 2025. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – There was no public comment.

3. REGULAR AGENDA

- 3.A. Staff recommends that the City Council conduct a public hearing to discuss 2025 Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan and, upon conclusion, adopt a Resolution adopting such fees.

Mayor Young opened the public hearing.

Forrest Ebbs, Community and Economic Development Director introduced Craig Hoffman, Senior Planner who provided the staff report and presentation.

Council questions and comments followed.

There was no public comment.

Mayor Young closed the public hearing.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Bedolla to adopt **Resolution 2024-205** adopting the 2025 Development Fee

for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan. Roll call found all in favor; passed and so ordered.

3.B. Staff recommends that the City Council receive an informational report for the newly developed Community Volunteer Beautification Program.

David Murphy, Assistant Director of Operations and Connie Lopes, Public Works Management Analyst provided the staff report and presentation and responded to questions.

There was no public comment.

Council comments followed.

City Council accepted the informational report for the newly developed Community Volunteer Beautification Program.

3.C The City Council 1) discuss the supplemental responses to the 2023-2024 San Joaquin County Civil Grand Jury's Report titled: "City of Tracy: Public Trust Still Not Restored" Case No. 0323 and, upon conclusion, 2) adopt a Resolution approving the final form of supplemental response letter and authorizing the City Manager and City Attorney to jointly execute and transmit the supplemental response letter to the Presiding Judge.

Midori Lichtwardt, City Manager and Bijal Patel, City Attorney provided the staff report and responded to questions.

Council questions and comments followed.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to adopt **Resolution 2024-206** approving the supplemental response letter to the Civil Grand Jury's request for supplemental responses to the 2023-2024 San Joaquin Civil Grand Jury Report titled "City of Tracy: Public Trust Still Not Restored" Case No. 0323 and authorizing the City Manager and City Attorney to execute and transmit it to the Presiding Judge. Roll call found Council Members Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Council Member Arriola opposed.

4. ITEMS FROM THE AUDIENCE – There was no public comment.

5. STAFF ITEMS – Midori Lichtwardt, City Manager provided the following updates:

- Reminder about the trash and recycling pickup schedule will not be picked up on Thanksgiving Day and pick up will move to Friday, and if Friday it moves to Saturday.
- The fall leaf pick up is happening now until January 31, 2025. Go to recycleinsidethetriangle.com for more information.
- City offices will be closed on Thanksgiving and the day after, November 28 and 29, 2024.
- Road closure Saturday, November 23rd from 1:00 p.m. to 6:00 p.m. – 6th Street westbound from Central Ave to Tracy Moose Lodge for the Tracy City Center Association Ornament Stroll.

Mayor Young asked about an update on Bessie Road as it is open now.

Karin Schnaider, Assistant City Manager provided an update on the Bessie Road project. Next ribbon cutting is for the Fire Training Facility on December 3 and coordinating for the I-580 Diverging Diamond but due to location and pending weather have not been able to select a date.

Ms. Lichtwardt responded Bessie Road is open and completely rehabilitated.

Ms. Schnaider added the last part will be the tree planting. It is still part of the project and are working with each property to see if they would like a tree.

6. COUNCIL ITEMS – Council Member Bedolla provided an update on the commissions and committees he serves on.

Mayor Pro Tem Davis congratulated Families United for Equity and apologized for not receiving a certificate from the City of Tracy at their ribbon cutting. Mayor Pro Tem Davis attended the ribbon cutting to support them. The organization provides children and adults with special needs navigational services and resources to assist them and their families. Dominique Mellion-Smothers, Tracy resident is Founder and Executive Director of the organization and wanted to let her know we do support what she is doing and look forward to her expanding in the City of Tracy soon.

Mayor Young stated she was invited to the ribbon cutting but it got removed from her calendar, there was a certificate, and she will make sure to get it to the organization.

Council Member Evans asked when the Pavement Management Plan and conversation about a vacancy ordinance will be coming back to Council which has been asked for over the past three years.

Ms. Schnaider responded the pavement question will come back as part of the March CIP discussions and there has also been a request from the Finance Committee to have it return to them first, so they are working on a February timeline and being ready for the March discussion for Council. The vacancy ordinance is in the Strategic Plan. A consultant has been hired to evaluate the ordinance and all the different possibilities that have to deal with vacant properties - some do it by tax, some by ordinance. That will be an accumulative package that will be brought to Council next year. Does not have an ETA but will pass on to the City Manager to get to Council.

Council Member Arriola stated even though he was not in attendance at the National League of Cities, he was appointed as 2nd Vice President of the LGBTQ Caucus for the National League and wished everyone a happy Thanksgiving.

Mayor Young wished everyone a happy Thanksgiving.

7. ADJOURNMENT: Time: 9:09 p.m.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to adjourn. Roll call found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on November 14, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

Agenda Item 1.B

REQUEST

Staff recommends that the City Council adopt a resolution approving execution of a Senate Bill 125 Fund Transfer Agreement (C-24-020) between San Joaquin Council of Governments and City of Tracy in the amount of \$3,853,856.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution by the City Council approving execution of a Senate Bill 125 Fund Transfer Agreement (C-24-020) between the San Joaquin Council of Governments (SJCOG) and the City of Tracy (City). The California State Transportation Agency (CalSTA), through Senate Bill (SB) 125, has issued funding to SJCOG to be distributed to transit agencies within San Joaquin County for transit projects. SJCOG has approved a distribution of the funds to the local transit agencies. City is expected to receive \$3,853,856 through this distribution. In order to meet the reporting requirements of CalSTA, and to receive the funds from SJCOG, the City is required to enter into a fund transfer agreement with SJCOG.

BACKGROUND AND LEGISLATIVE HISTORY

CalSTA, through SB 125, has issued funding to SJCOG to be distributed to transit agencies within San Joaquin County for transit projects. The funding will specifically be made available to transit agencies through the Transit and Intercity Rail Capital Program (TIRCP) and Zero-Emission Transit Capital Program (ZETCP). The SB 125 funding is for a four (4) year period, but only two (2) years of funding have been announced as “unfrozen” and available for disbursement by the State of California. These funding allocation years are Year 1 (FY23/24) and Year 2 (FY24/25). The total of SB 125 funding in San Joaquin (SJ) County for Years 1 and 2 is approximately \$68 million.

On February 22, 2024, the SJCOG Board of Directors approved a formula distribution of SB 125 funds for Year 1 and Year 2 funding allocations, on the condition that these funds are used only by existing transit operators to address operating costs. Funds not spent by transit operators specifically for this purpose are subject to a “claw back” of funds.

On August 22, 2024, the SJCOG Board of Directors authorized the SJCOG Executive Director to enter into fund transfer agreements with transit operators in SJ County to ensure the timely distribution of SB 125 funds.

ANALYSIS

The City's Transit Division receives operating revenue through Federal Transit Administration (FTA) Section 5307 funds, Transportation Development Act (TDA), Local Transportation Fund (LTF) funds, other state transit grants, fare revenues, and facility rental revenues.

While the City's Transit system continues to operate in a fiscally responsible and sustainable manner, operating costs have risen across the Transit industry, particularly in relation to transit operations contractor expenses, and costs to perform facility, equipment and vehicle

maintenance due inflation and supply chain issues. The SB 125 funds disbursed to Tracy will ensure that the City is able to maintain its high level of service for transit passengers and properly maintain City transit facilities, equipment and vehicles. Additionally, these SB 125 funds will give the City more certainty that it can deliver planned improvements on time, as proposed in the forthcoming Short Range Transit Plan Update. According to the terms of C-24-020 the funds will be disbursed in quarterly disbursements as the expenses are incurred.

Without the execution of C-24-020 between SJCOG and City of Tracy, the City would not receive SB 125 funding for transit operations. This could reduce the amount of Federal and state funds available for capital projects.

FISCAL IMPACT

The C-24-020 between SJCOG and City of Tracy, would allow the City to receive \$3,853,856 of SB 125 funding for transit operations. Year one (1) funds shall be appropriated to the Transit Operations funds once the Fund Transfer Agreement is completed and the year one allocation is determined. Year two (2) funds will be allocated through the annual budget adoption.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving execution of a Senate Bill 125 Fund Transfer Agreement (C-24-020) between San Joaquin Council of Governments and City of Tracy in the amount of \$3,853,856.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: David Murphy, Assistant Director of Operations
Sara Castro, Finance Director
Kamalpreet Gill, Deputy City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A - Senate Bill 125 Fund Transfer Agreement between SJCOG and City of Tracy

SENATE BILL 125 FUND TRANSFER AGREEMENT BETWEEN SJCOG AND THE CITY OF TRACY (C-25-020)

This Fund Transfer Agreement (“**Agreement**”), effective as of the date set forth below, is by and between City of Tracy, a California municipal corporation (“**TRANSIT AGENCY**”) and the San Joaquin Council of Governments, a California joint powers authority (“**SJCOG**”). SJCOG and TRANSIT AGENCY may herein be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, the California State Transportation Agency (**CalSTA**), through Senate Bill (SB) 125, has issued funding to SJCOG to distribute to transit agencies within San Joaquin County for transit projects via the Transit and Intercity Rail Capital Program (**TIRCP**) and the Zero-Emission Transit Capital Program (**ZETCP**); and

WHEREAS, SB 125 requires Regional Transit Planning Agencies (**RTPAs**) like SJCOG to submit annual reports to CalSTA documenting the activities and progress made toward implementation of the projects and operating expenditures; and

WHEREAS, SB 125 also imposes recordkeeping and reporting requirements that will apply through the life of the projects; and

WHEREAS, the State of California has the right to review project documents and conduct audits during project implementation over the life of any project funded by SB 125; and

NOW, THEREFORE, in consideration of the mutual promises stated herein, the Parties agree as follows:

1. **Fund Transfer Agreement.**

- a. TRANSIT AGENCY and SJCOG agree to comply with the CalSTA “*Budget Act of 2023 SB 125 Formula-Based Transit and Intercity Rail Capital Program & Zero Emission Transit Capital Program Final Guidelines*” (“**Guidelines**”) in the performance of each party’s obligations under this Agreement.
- b. TRANSIT AGENCY agrees to utilize all Funds (as defined below) to address operational cost shortfalls attributable to the COVID-19 pandemic and restore TRANSIT AGENCY’s services to those that existed during the 2021-2022 fiscal year.
- c. TRANSIT AGENCY shall be responsible for the complete performance of any work funded by this Agreement. All such work shall be accomplished in accordance with applicable provisions of State and Federal law.
- d. Upon TRANSIT AGENCY’s full and continued performance of its obligations stated herein, SJCOG agrees to disburse TIRCP and ZETCP funds to TRANSIT AGENCY, in quarterly reimbursements as expenses are incurred, which, in aggregate, shall not exceed the amounts attributed to TRANSIT AGENCY in the

“*SB 125 Formula Distribution for Years 1(23/24) and 2(24/25)*” table attached hereto as “Exhibit A” and incorporated herein (“**Funds**”).

2. **Disbursement Procedures and Requests for Reimbursement.** TRANSIT AGENCY agrees to submit to SJCOG, no later than thirty (30) calendar days after the close of each fiscal quarter, a Request for Reimbursement that includes a detailed description of all expenses incurred by TRANSIT AGENCY during the preceding quarter that are eligible for reimbursement pursuant to this Agreement and the Guidelines. TRANSIT AGENCY shall, to SJCOG’s satisfaction, itemize all reimbursable expenses, and provide a narrative explaining (a) the expenses and how they accomplish the purposes of this Agreement, (b) how TRANSIT AGENCY’s progress in addressing operational cost shortfalls from previous fiscal years, and (c) the remaining funding TRANSIT AGENCY anticipates needing to restore its services to those that existed during the 2021-2022 fiscal year.
3. **Conditions Precedent to Fund Disbursement.** SJCOG shall issue quarterly distributions of Funds to TRANSIT AGENCY only if all of the following conditions are met:
 - a. SJCOG shall have available Funds from CalSTA to disburse;
 - b. CalSTA shall not have taken any enforcement or disciplinary action against SJCOG or TRANSIT OPERATOR due to TRANSIT OPERATOR’s failure or alleged failure to comply with the Guidelines;
 - c. TRANSIT OPERATOR has not utilized Funds in violation of the Guidelines, this Agreement, or any other provision of State or Federal law;
 - d. SJCOG has found TRANSIT OPERATOR’s Request for Reimbursement to be in compliance with the terms of the Guidelines and this Agreement.
4. **Audit Authority and Cooperation.** To facilitate SJCOG’s effort to comply with the reporting and audit requirements imposed by the Guidelines, and to accomplish SB 125’s purposes as articulated in the Guidelines, and to accomplish SJCOG’s purposes of directing Funds to address operational cost shortfalls attributable to the COVID-19 pandemic and restore TRANSIT AGENCY’s services to those that existed during the 2021-2022 fiscal year, TRANSIT AGENCY agrees to permit SJCOG to review any of TRANSIT AGENCY’s financial documents pertaining to its expenditure of Funds and conduct audits of TRANSIT AGENCY’s records, expenditures, and activities, from any fiscal year, during the entire term of this Agreement, to ensure Funds are being expended for the purposes stated herein. TRANSIT AGENCY agrees to promptly provide any additional documentation requested by SJCOG related to any Request for Reimbursement or audit conducted pursuant to the terms of this Agreement.
5. **Intercept Clause.** Costs for which TRANSIT AGENCY receives reimbursement payment that are determined by a subsequent audit or other review by either SJCOG, CalSTA, or any other State agency to be unpermitted by the Guidelines, this Agreement, or any other provision of law are to be repaid to SJCOG by TRANSIT AGENCY within thirty (30) days of TRANSIT AGENCY receiving notice of the audit findings. Should TRANSIT AGENCY fail to reimburse moneys due to SJCOG within

thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, SJCOG is authorized to intercept and withhold future payments, apportionments or revenues due to TRANSIT AGENCY from SJCOG or any third-party source, including, but not limited to future State or Federal grant funds, or local sales tax revenues that would otherwise be distributed to TRANSIT AGENCY via SJCOG. Any unpermitted costs or Funds recovered by SJCOG pursuant to the provisions of this Section shall be handled in accordance with the Guidelines. Notwithstanding any provision of this Agreement or of State or Federal law to the contrary, the provisions of this Section shall survive for the same amount of time as CalSTA retains the authority to audit and/or require SJCOG to return monies for failure to adhere to the Guidelines.

6. **Indemnification and Hold Harmless.** Neither SJCOG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TRANSIT AGENCY under or in connection with any work, authority or jurisdiction delegated to TRANSIT AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TRANSIT AGENCY shall fully defend, indemnify and save harmless SJCOG and its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by TRANSIT AGENCY under or in connection with any work, authority or jurisdiction delegated to TRANSIT AGENCY under this Agreement.

Neither TRANSIT AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SJCOG under or in connection with any work, authority or jurisdiction delegated to SJCOG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SJCOG shall fully defend, indemnify and save harmless TRANSIT AGENCY and its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by SJCOG under or in connection with any work, authority or jurisdiction delegated to SJCOG under this Agreement.

7. **Default.** In the event that TRANSIT AGENCY (a) fails to comply with the Guidelines or any other applicable Federal and State laws and regulations; (b) fails to timely submit Requests for Reimbursement subject to the terms of this Agreement and/or the Guidelines; (c) fails to cooperate with SJCOG in any request for documents or any other action to audit TRANSIT AGENCY's use of Funds; or (d) otherwise materially violates the terms and conditions of this Agreement, SJCOG reserves the right to terminate all funding for that invoice, or any portion thereof, in SJCOG's sole discretion. Any such termination shall be accomplished by delivery to TRANSIT AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated, and the date upon which such termination becomes effective. During the period before the termination date becomes effective, TRANSIT AGENCY and SJCOG shall meet to try to resolve any

dispute. No such termination shall become effective if, (a) TRANSIT AGENCY timely submits an appeal of the Notice of Termination pursuant to Section 8 or (b) within the thirty (30) day period after receipt of the Notice of Termination, TRANSIT AGENCY cures the default.

8. **Adjudication of Disputes – Administrative Proceedings.** TRANSIT AGENCY agrees to exhaust the administrative remedy contained herein prior to resorting to legal remedies for any disputes pertaining to this Agreement. In case of a dispute with SJCOG, TRANSIT AGENCY shall submit to the SJCOG Executive Director, or his or her designee, a written demand for a decision regarding the disposition of any dispute arising under this Agreement. The Executive Director shall make a written decision regarding the dispute and will provide it to TRANSIT AGENCY.

TRANSIT AGENCY shall have an opportunity to challenge the Executive Director's determination, but must make that challenge in writing, within ten (10) business days to SJCOG's Executive Committee, or its designee. If the challenge is not made by TRANSIT AGENCY within the ten (10) day period, the Executive Director's decision shall become the final decision of SJCOG. If such a challenge is made, the Executive Director and TRANSIT AGENCY shall submit written, factual information and date in support of their respective positions to the Executive Committee within a timeframe established by SJCOG at the time of challenge. The decision of the Executive Committee or its designee shall be final, conclusive, and binding regarding the dispute, unless TRANSIT AGENCY commences an action in court of competent jurisdiction to contest the decision in accordance with state law.

9. **Termination.** Unless superseded or terminated in conformance with Section 7 herein, this Agreement shall remain in full force and effect until TRANSIT AGENCY satisfactorily completes all post-transit operating obligations and delivers required transit operating invoice documents, with concurrence of SJCOG, or on June 30, 2026, whichever occurs earlier. All indemnification, document retention, audit, intercept, claims, and legal challenge articles shall remain in effect until terminated or modified in writing by mutual agreement or expiry by statute of limitations.
10. **Integration.** This Agreement and any exhibits attached hereto supersedes all prior agreements, understandings, and communications between the Parties, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the parties' agreement and shall not be changed or subject to change orally. This Agreement may be amended only in writing signed by all Parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 30th day of October, 2024.

“SJCOG”

SAN JOAQUIN COUNCIL OF
GOVERNMENTS
a California Joint Powers Authority

DocuSigned by:

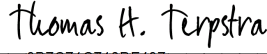
By: _____
DIANE NGUYEN, AICP
Executive Director

ATTEST:

DocuSigned by:

By: _____
GRACE OROSCO
Interim Deputy Director of Finance &
Administration

APPROVED AS TO FORM:

Signed by:

By: _____
THOMAS H. TERPSTRA
General Counsel

“TRANSIT AGENCY”

CITY OF TRACY
a political subdivision of the State of
California

By: _____
NANCY D. YOUNG
Mayor

ATTEST:

By: _____
ADRIANNE RICHARDSON
City Clerk

APPROVED AS TO FORM:

By: _____
BIJAL M. PATEL
City Attorney

EXHIBIT A

SB 125 Formula Distribution for Years 1(23/24) and 2(24/25)

Jurisdiction	SJCOG Board Formula Distribution
Tracy	\$3,853,856
RTD	\$43,347,911
Escalon	\$88,025
ACE	\$14,390,995
Manteca	\$1,644,096
Lodi	\$3,779,100
Ripon	\$25,919
SJCOG	\$678,080
Total	\$67,807,984

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**APPROVING EXECUTION OF A SENATE BILL 125 FUND TRANSFER
AGREEMENT (C-24-020) BETWEEN THE SAN JOAQUIN COUNCIL OF
GOVERNMENTS AND THE CITY OF TRACY IN THE AMOUNT OF \$3,853,856**

WHEREAS, the City of Tracy's (City) Transit Division receives operating revenue through Federal Transit Administration (FTA) Section 5307 funds, Transportation Development Act (TDA), Local Transportation Fund (LTF) funds, other state transit grants, fare revenues, and facility rental revenues; and

WHEREAS, while the City's Transit system continues to operate in a fiscally responsible and sustainable manner, operating costs have risen across the Transit industry, particularly in relation to transit operations contractor expenses, and costs to perform facility, equipment and vehicle maintenance due to inflation and supply chain issues; and

WHEREAS, the California State Transportation Agency (CalSTA), through Senate Bill (SB) 125, has issued funding to San Joaquin Council of Governments (SJCOG) to be distributed to transit agencies within San Joaquin County for transit projects; and

WHEREAS, SJCOG has approved a distribution of the funds to the local transit agencies; and

WHEREAS, in order to meet the reporting requirements of CalSTA, and to receive the funds from SJCOG, the City is required to enter into a fund transfer agreement with SJCOG; and

WHEREAS, such funds will be used to support the operations of the City's TRACER bus system in accordance with the guidelines set forth by CalSTA; and

WHEREAS, the execution of C-24-020 between SJCOG and City of Tracy, would allow the City to receive \$3,853,856 of SB 125 funding for transit operations; and

WHEREAS, per the terms of C-24-020 the funds will be disbursed in quarterly disbursements as the expenses are incurred; and

WHEREAS, year one (1) funds shall be appropriated to the Transit Operations funds once after the C-24-020 is completed and the year one (1) allocation is determined and year two (2) funds will be allocated through the annual budget adoption; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

FURTHER RESOLVED: That the City Council approves the Senate Bill 125 Fund Transfer Agreement attached as Exhibit 1 between the San Joaquin Council of Governments and the City of Tracy; and be it

FURTHER RESOLVED: That the City Council directs that the funds not be utilized until requisite appropriations happen at a future date..

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on December 3, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1: Senate Bill 125 Fund Transfer Agreement

SENATE BILL 125 FUND TRANSFER AGREEMENT BETWEEN SJCOG AND THE CITY OF TRACY (C-25-020)

This Fund Transfer Agreement (“**Agreement**”), effective as of the date set forth below, is by and between City of Tracy, a California municipal corporation (“**TRANSIT AGENCY**”) and the San Joaquin Council of Governments, a California joint powers authority (“**SJCOG**”). SJCOG and TRANSIT AGENCY may herein be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, the California State Transportation Agency (**CalSTA**), through Senate Bill (SB) 125, has issued funding to SJCOG to distribute to transit agencies within San Joaquin County for transit projects via the Transit and Intercity Rail Capital Program (**TIRCP**) and the Zero-Emission Transit Capital Program (**ZETCP**); and

WHEREAS, SB 125 requires Regional Transit Planning Agencies (**RTPAs**) like SJCOG to submit annual reports to CalSTA documenting the activities and progress made toward implementation of the projects and operating expenditures; and

WHEREAS, SB 125 also imposes recordkeeping and reporting requirements that will apply through the life of the projects; and

WHEREAS, the State of California has the right to review project documents and conduct audits during project implementation over the life of any project funded by SB 125; and

NOW, THEREFORE, in consideration of the mutual promises stated herein, the Parties agree as follows:

1. **Fund Transfer Agreement.**

- a. TRANSIT AGENCY and SJCOG agree to comply with the CalSTA “*Budget Act of 2023 SB 125 Formula-Based Transit and Intercity Rail Capital Program & Zero Emission Transit Capital Program Final Guidelines*” (“**Guidelines**”) in the performance of each party’s obligations under this Agreement.
- b. TRANSIT AGENCY agrees to utilize all Funds (as defined below) to address operational cost shortfalls attributable to the COVID-19 pandemic and restore TRANSIT AGENCY’s services to those that existed during the 2021-2022 fiscal year.
- c. TRANSIT AGENCY shall be responsible for the complete performance of any work funded by this Agreement. All such work shall be accomplished in accordance with applicable provisions of State and Federal law.
- d. Upon TRANSIT AGENCY’s full and continued performance of its obligations stated herein, SJCOG agrees to disburse TIRCP and ZETCP funds to TRANSIT AGENCY, in quarterly reimbursements as expenses are incurred, which, in aggregate, shall not exceed the amounts attributed to TRANSIT AGENCY in the

“*SB 125 Formula Distribution for Years 1(23/24) and 2(24/25)*” table attached hereto as “Exhibit A” and incorporated herein (“**Funds**”).

2. **Disbursement Procedures and Requests for Reimbursement.** TRANSIT AGENCY agrees to submit to SJCOG, no later than thirty (30) calendar days after the close of each fiscal quarter, a Request for Reimbursement that includes a detailed description of all expenses incurred by TRANSIT AGENCY during the preceding quarter that are eligible for reimbursement pursuant to this Agreement and the Guidelines. TRANSIT AGENCY shall, to SJCOG’s satisfaction, itemize all reimbursable expenses, and provide a narrative explaining (a) the expenses and how they accomplish the purposes of this Agreement, (b) how TRANSIT AGENCY’s progress in addressing operational cost shortfalls from previous fiscal years, and (c) the remaining funding TRANSIT AGENCY anticipates needing to restore its services to those that existed during the 2021-2022 fiscal year.
3. **Conditions Precedent to Fund Disbursement.** SJCOG shall issue quarterly distributions of Funds to TRANSIT AGENCY only if all of the following conditions are met:
 - a. SJCOG shall have available Funds from CalSTA to disburse;
 - b. CalSTA shall not have taken any enforcement or disciplinary action against SJCOG or TRANSIT OPERATOR due to TRANSIT OPERATOR’s failure or alleged failure to comply with the Guidelines;
 - c. TRANSIT OPERATOR has not utilized Funds in violation of the Guidelines, this Agreement, or any other provision of State or Federal law;
 - d. SJCOG has found TRANSIT OPERATOR’s Request for Reimbursement to be in compliance with the terms of the Guidelines and this Agreement.
4. **Audit Authority and Cooperation.** To facilitate SJCOG’s effort to comply with the reporting and audit requirements imposed by the Guidelines, and to accomplish SB 125’s purposes as articulated in the Guidelines, and to accomplish SJCOG’s purposes of directing Funds to address operational cost shortfalls attributable to the COVID-19 pandemic and restore TRANSIT AGENCY’s services to those that existed during the 2021-2022 fiscal year, TRANSIT AGENCY agrees to permit SJCOG to review any of TRANSIT AGENCY’s financial documents pertaining to its expenditure of Funds and conduct audits of TRANSIT AGENCY’s records, expenditures, and activities, from any fiscal year, during the entire term of this Agreement, to ensure Funds are being expended for the purposes stated herein. TRANSIT AGENCY agrees to promptly provide any additional documentation requested by SJCOG related to any Request for Reimbursement or audit conducted pursuant to the terms of this Agreement.
5. **Intercept Clause.** Costs for which TRANSIT AGENCY receives reimbursement payment that are determined by a subsequent audit or other review by either SJCOG, CalSTA, or any other State agency to be unpermitted by the Guidelines, this Agreement, or any other provision of law are to be repaid to SJCOG by TRANSIT AGENCY within thirty (30) days of TRANSIT AGENCY receiving notice of the audit findings. Should TRANSIT AGENCY fail to reimburse moneys due to SJCOG within

thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, SJCOG is authorized to intercept and withhold future payments, apportionments or revenues due to TRANSIT AGENCY from SJCOG or any third-party source, including, but not limited to future State or Federal grant funds, or local sales tax revenues that would otherwise be distributed to TRANSIT AGENCY via SJCOG. Any unpermitted costs or Funds recovered by SJCOG pursuant to the provisions of this Section shall be handled in accordance with the Guidelines. Notwithstanding any provision of this Agreement or of State or Federal law to the contrary, the provisions of this Section shall survive for the same amount of time as CalSTA retains the authority to audit and/or require SJCOG to return monies for failure to adhere to the Guidelines.

6. **Indemnification and Hold Harmless.** Neither SJCOG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TRANSIT AGENCY under or in connection with any work, authority or jurisdiction delegated to TRANSIT AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TRANSIT AGENCY shall fully defend, indemnify and save harmless SJCOG and its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by TRANSIT AGENCY under or in connection with any work, authority or jurisdiction delegated to TRANSIT AGENCY under this Agreement.

Neither TRANSIT AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SJCOG under or in connection with any work, authority or jurisdiction delegated to SJCOG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SJCOG shall fully defend, indemnify and save harmless TRANSIT AGENCY and its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by SJCOG under or in connection with any work, authority or jurisdiction delegated to SJCOG under this Agreement.

7. **Default.** In the event that TRANSIT AGENCY (a) fails to comply with the Guidelines or any other applicable Federal and State laws and regulations; (b) fails to timely submit Requests for Reimbursement subject to the terms of this Agreement and/or the Guidelines; (c) fails to cooperate with SJCOG in any request for documents or any other action to audit TRANSIT AGENCY's use of Funds; or (d) otherwise materially violates the terms and conditions of this Agreement, SJCOG reserves the right to terminate all funding for that invoice, or any portion thereof, in SJCOG's sole discretion. Any such termination shall be accomplished by delivery to TRANSIT AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated, and the date upon which such termination becomes effective. During the period before the termination date becomes effective, TRANSIT AGENCY and SJCOG shall meet to try to resolve any

dispute. No such termination shall become effective if, (a) TRANSIT AGENCY timely submits an appeal of the Notice of Termination pursuant to Section 8 or (b) within the thirty (30) day period after receipt of the Notice of Termination, TRANSIT AGENCY cures the default.

8. **Adjudication of Disputes – Administrative Proceedings.** TRANSIT AGENCY agrees to exhaust the administrative remedy contained herein prior to resorting to legal remedies for any disputes pertaining to this Agreement. In case of a dispute with SJCOG, TRANSIT AGENCY shall submit to the SJCOG Executive Director, or his or her designee, a written demand for a decision regarding the disposition of any dispute arising under this Agreement. The Executive Director shall make a written decision regarding the dispute and will provide it to TRANSIT AGENCY.

TRANSIT AGENCY shall have an opportunity to challenge the Executive Director's determination, but must make that challenge in writing, within ten (10) business days to SJCOG's Executive Committee, or its designee. If the challenge is not made by TRANSIT AGENCY within the ten (10) day period, the Executive Director's decision shall become the final decision of SJCOG. If such a challenge is made, the Executive Director and TRANSIT AGENCY shall submit written, factual information and date in support of their respective positions to the Executive Committee within a timeframe established by SJCOG at the time of challenge. The decision of the Executive Committee or its designee shall be final, conclusive, and binding regarding the dispute, unless TRANSIT AGENCY commences an action in court of competent jurisdiction to contest the decision in accordance with state law.

9. **Termination.** Unless superseded or terminated in conformance with Section 7 herein, this Agreement shall remain in full force and effect until TRANSIT AGENCY satisfactorily completes all post-transit operating obligations and delivers required transit operating invoice documents, with concurrence of SJCOG, or on June 30, 2026, whichever occurs earlier. All indemnification, document retention, audit, intercept, claims, and legal challenge articles shall remain in effect until terminated or modified in writing by mutual agreement or expiry by statute of limitations.
10. **Integration.** This Agreement and any exhibits attached hereto supersedes all prior agreements, understandings, and communications between the Parties, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the parties' agreement and shall not be changed or subject to change orally. This Agreement may be amended only in writing signed by all Parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 30th day of October, 2024.

"SJCOG"

SAN JOAQUIN COUNCIL OF
GOVERNMENTS
a California Joint Powers Authority

DocuSigned by:

By: _____
DIANE NGUYEN, AICP
Executive Director

ATTEST:

DocuSigned by:

By: _____
GRACE OROSCO
Interim Deputy Director of Finance &
Administration

APPROVED AS TO FORM:

Signed by:

By: _____
THOMAS H. TERPSTRA
General Counsel

"TRANSIT AGENCY"

CITY OF TRACY
a political subdivision of the State of
California

By: _____
NANCY D. YOUNG
Mayor

ATTEST:

By: _____
ADRIANNE RICHARDSON
City Clerk

APPROVED AS TO FORM:

By: _____
BIJAL M. PATEL
City Attorney

EXHIBIT A

SB 125 Formula Distribution for Years 1(23/24) and 2(24/25)

Jurisdiction	SJCOG Board Formula Distribution
Tracy	\$3,853,856
RTD	\$43,347,911
Escalon	\$88,025
ACE	\$14,390,995
Manteca	\$1,644,096
Lodi	\$3,779,100
Ripon	\$25,919
SJCOG	\$678,080
Total	\$67,807,984

Agenda Item 1.C

RECOMMENDATION

1) The Mayor appoint Leah Shoaito as a youth Commissioner to the Environmental Sustainability Commission (ESC), as recommended by the interview and selection panel convened per the ESC Bylaws, for the remainder of a one (1) year term ending on July 31, 2025, and 2) the City Council adopt a resolution approving the appointment

EXECUTIVE SUMMARY

On October 15, 2024, staff recommended that the City Council waive the City Council Appointment Policy under Resolution 2024-042 and defer, instead, to the interview process under the Bylaws of the Environmental Sustainability Commission (ESC) to fill youth vacancies (Resolution 2024-184). The Bylaws of the ESC set the number of youths appointed to the Commission at two for a one-year term ending annually on July 31 and stipulate that an interview and selection panel (Panel) convened by the ESC conduct the initial interviews of applicants and make a final recommendation to the City Council. At the Mayor's request, a similar process was followed to fill youth vacancies on the Youth Commission.

The application period for the youth Commissioners was opened on May 15, 2024, and only one application was received. Ms. Leah Shoaito served as a youth Commissioner whose one (1) year term ended on July 31, 2024. She is a senior in high school and will no longer be eligible for the youth Commissioner role after July 31, 2025. A selection and interview panel was established per the ESC Bylaws, and an interview was conducted on Friday, November 8, 2024, at 4:30 p.m. via Microsoft Teams with Ms. Shoaito.

As only one application was received, the Panel is recommending that the Mayor appoint one of two vacancies for the Youth Commissioner on the ESC to Ms. Leah Shoaito, for the remainder of a one (1) year term ending on July 31, 2025, and that the City Council approve the appointment through adoption of a resolution.

BACKGROUND AND LEGISLATIVE HISTORY

The City Council has established various boards and commissions over the years, and many of those bodies have adopted bylaws. The bylaws outline the processes for interviewing and recommending candidates to fill vacancies on the respective bodies. Those processes conflicted with the recently adopted Appointment Policy under Resolution 2024-042. As the Appointment Policy most accurately reflects the State law applicable to general law cities, it would supersede any conflicting bylaws. However, the City Council always retains the discretion to approve an alternative process (as long as it is otherwise consistent with State law) that may be proposed by the Mayor, who retains the sole power to appoint (subject to the approval of the Council body) to the City's boards and commissions.

On October 1, 2024, the City Council held a special meeting to interview and make recommendations to the Mayor for appointments for two adult vacancies on the YAC. The City also received 16 applications to fill youth vacancies on the YAC. For efficiency, Mayor Young motioned, and the Council body approved, that the Appointment Policy be suspended

and have the youth be interviewed through the process outlined in the YAC bylaws instead. Similarly, the ESC had two youth vacancies that needed to be filled, and the ESC Bylaws were also inconsistent with the Appointment Policy in that they called for a specific selection and interview panel to review and recommend youth applications. Mayor Young requested a similar process be applied to fill the youth vacancies on the ESC, which was seconded by Council Member Bedolla.

As the ESC request was not included in the agenda item for that special meeting, staff had to bring the request back to Council as a separate request. On October 15, 2024, staff returned with the item to affirm the selection process for the ESC youth commissioners per the ESC Bylaws and waiving the selection process under Resolution 2024-042. The bylaws of the ESC call for a selection panel to review new applications and make recommendations for appointment to the City Council. Recruitment for the youth Commissioners began on May 15, 2024, and still remains open as we only received one application to date.

ANALYSIS

This year's interview panel consisted of staff liaison for the ESC from the Utilities Division, Stephanie Reyna-Hiestand, and Adult Youth Advisory Commissioner, Beatrice Amezquita-Javier. ESC Chairperson Jenny Wood was absent from the scheduled interview with the applicant. The panel conducted an interview with Ms. Leah Shoaito, the only applicant to date, on Friday, November 8, 2024, at 4:30 p.m. via Microsoft Teams. In accordance with Resolution No. 2024-184, a selected applicant will be brought back to the Mayor for appointment and City Council for approval.

The selection panel recommends Leah Shoaito for one of the two vacant youth Commissioner positions on the ESC.

FISCAL IMPACT

There is no fiscal impact associated with this item.

PUBLIC OUTREACH/INTEREST

The City recruits new Commissioners on an ongoing basis to fill any vacancies created by outgoing Commissioners. Marketing efforts include City website, social media, outreach to the various high schools, emails to the various community service clubs in the Tracy community, and any interest cards that have been completed with the City Clerk.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

1) the Mayor appoint Leah Shoaito as a youth Commissioner to the Environmental Sustainability Commission (ESC), as recommended by the interview and selection panel convened per the ESC Bylaws, for the remainder of a one (1) year term ending on July 31, 2025, and 2) the City Council adopt a resolution approving the appointment.

Prepared By: Stephanie Reyna-Hiestand, Assistant Director - Utilities

Reviewed By: Karin Schnaider, Assistant City Manager
Sara Castro, Finance Director
Bijal Patel, City Attorney

Approved By: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A - Resolution 2024-042
Attachment B – Resolution 2024-184

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-042

AMENDING THE COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES TO ALLOW THE FULL CITY COUNCIL TO INTERVIEW CANDIDATES AND MAKE INFORMAL RECOMMENDATIONS OF SPECIFIC CANDIDATES FOR THE MAYOR TO CONSIDER AS PROPOSED APPOINTEES, SUBJECT TO FINAL APPROVAL OF THE CITY COUNCIL

WHEREAS, the *Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies* (Appointment Policy) sets forth the process by which vacancies on City committees, subcommittees, and commissions are filled; and

WHEREAS, the most recent version of the Appointment Policy was adopted on December 21, 2021, by the City Council through Resolution 2021-200; and

WHEREAS, under Government Code Section 40605, the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, subcommittees, and commissions, as well as any regional bodies to which the council sends a delegate; and

WHEREAS, the selection process contained in the Council's Appointment Policy does not fully comply with Government Code Section 40605 as it states that the City Council appoints to a sub-committee to interview candidates and appoints, based on the recommendations of the sub-committee, and no explicit authority of the Mayor to propose appointments is noted; and

WHEREAS, on March 5, 2024, the City Council discussed options to align the Appointment Policy with Government Code Section 40605; and

WHEREAS, after discussion, the City Council directed staff to return with a proposed amendment to the Appointment Policy that would allow the full City Council to interview candidates, in open session at a regular or special meeting; and

WHEREAS, the City Council had not reached consensus on what the next steps would be after the Council interviews had been completed and asked staff to return with two options for the City Council's further deliberation and final selection; and

WHEREAS, the City Council deliberated further at its meeting on March 19, 2024 and finalized the option set forth herein; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby amends the Appointment Policy as set forth in **Exhibit A, as amended**, such that the full City Council shall interview candidates, in open session at a regular or special meeting, and upon completing the interviews,

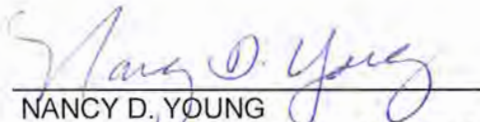
shall make ~~final~~-informal recommendations of specific candidates for the Mayor to consider as proposed appointees; and be it

FURTHER RESOLVED: That the amended Appointment Policy shall become effective immediately upon adoption of this Resolution; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to proceed with the process to fill vacancies as set forth in the newly amended Appointment Policy.

The foregoing Resolution 2024-042 was adopted by the Tracy City Council on the 19th day of March 2024 by the following vote:

AYES:	COUNCIL MEMBERS:	ARRIOLA, BEDOLLA, EVANS, DAVIS
NOES:	COUNCIL MEMBERS:	YOUNG
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTENTION:	COUNCIL MEMBERS:	NONE



NANCY D. YOUNG
Mayor of the City of Tracy, California



ATTEST:
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

**COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS
TO CITY ADVISORY BODIES**

(Exhibit "A" to Resolution No. 2024-042)

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq. This process acknowledges and is consistent with Government Code Section 40605, which requires that the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, sub-committees, and commissions, as well as any regional bodies to which the council sends a delegate.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
 3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.

2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.
- D. The Council and Mayor shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:
1. The full Council shall, in open session at a regular or special meeting, review applications, interview applicants and make ~~final-informal~~ recommendations of specific candidates for the Mayor to consider as proposed appointees for appointment to the board, commission or committee.
 2. Upon receiving the recommendations of the Council, the Mayor will propose an appointee to the board, commission or committee, which proposed appointee shall be approved or disapproved, by majority vote, of the Council. The Mayor ~~shall-may~~ endeavor to propose appointees that are recommended by the Council, but the Mayor may propose alternate appointees pursuant to mayoral authority under Government Code 40605. ~~The alternates shall be chosen from the eligibility list, if it has been created pursuant to section 4 below.~~
 3. If the Council disapproves an appointee proposed by the Mayor, the Mayor shall propose an alternate appointee, which shall be either approved or disapproved by the Council, by majority vote. This process shall continue until all vacancies on the board, commission or committee are filled; the Mayor may elect to reopen the application process.
 4. If there are more qualified candidates than the number of current vacancies, the Council may establish an eligibility list that will be used to fill future vacancies that occur in the following twelve (12) months.
- E. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

- A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:
1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.
 2. City of Tracy means within the city limits of the City of Tracy.
 3. Citizen means a resident of the City of Tracy.

4. Tracy School District means the geographical area served by the Tracy Unified School District.
 5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.
- B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:
1. Voter registration,
 2. Current California Driver's License or Identification,
 3. Utility bill information (phone, water, cable, etc.),
 4. Federal or State tax returns.
- C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024-184

WAIVING THE CITY COUNCIL APPOINTMENT PROCESS UNDER RESOLUTION 2024-042 AND DEFERRING, INSTEAD, TO THE INTERVIEW PROCESS UNDER THE BYLAWS OF THE ENVIRONMENTAL SUSTAINABILITY COMMISSION TO FILL YOUTH VACANCIES

WHEREAS, on March 19, 2024, the City Council amended the *Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies* through Resolution 2024-042 (Appointment Policy); and

WHEREAS, Section D of the Appointment Policy defines the selection process, which requires the full City Council, in open session at a regular or special meeting, review applications, interview applicants, and make informal recommendations of specific candidates for the Mayor to consider as proposed appointees; and

WHEREAS, The City Council has established various boards and commissions over the years, and many of those bodies have adopted bylaws outline the processes for interviewing and recommending candidates to fill vacancies on the respective bodies; and

WHEREAS, These processes in the bylaws now conflict with the recently adopted Appointment Policy; and

WHEREAS, As the Appointment Policy most accurately reflects the State law applicable to general law cities, it would supersede any conflicting bylaws; and

WHEREAS, The City Council retains the discretion to approve an alternative process (as long as it is otherwise consistent with State law) that may be proposed by the Mayor, who retains the sole power to appoint (subject to the approval of the Council body) to the City's boards and commissions; and

WHEREAS, On October 1, 2024, the City Council held a special meeting to interview and make recommendations to the Mayor for appointments for two adult vacancies on the YAC, and the City has received 16 applications to fill youth vacancies on the YAC; and

WHEREAS, For efficiency, Mayor Young, motioned, and the Council body approved, that the Appointment Policy be suspended this one time and have the youth be interviewed through the process outlined in the YAC bylaws instead; and

WHEREAS, The Environmental Sustainability Commission (ESC) Bylaws are inconsistent with the Appointment Policy in that they call for a specific selection panel to review new applications, youth and adults alike, and make recommendations for appointment to the City Council; and

WHEREAS, On May 15, 2024, the City Clerk opened a recruitment to fill two (2) youth vacancies on the ESC giving youth an opportunity to apply prior to summer vacation, however, only one application has been received and recruitment remains open to date; and

WHEREAS, Staff requested that the same action be taken for the youth vacancies on the Environmental Sustainability Commission allowing for the selection process through the existing ESC bylaws; and

WHEREAS, Once applicants are selected under the process in the existing bylaws, recommendations will be brought back to the Mayor for appointment and City Council for approval; and

NOW, THEREFORE, be it resolved as follows:

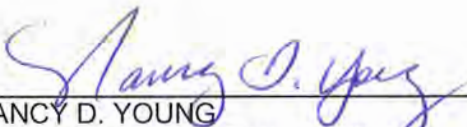
RESOLVED: That the above recitals are true and correct and incorporated herein; and be it,

FURTHER RESOLVED: That the City Council of the City of Tracy, hereby waives the standard interview policy under Resolution 24-042 and defers to the bylaws of the Environmental Sustainability Commission for the selection and recommendation of candidates for youth vacancies; and be it

FURTHER RESOLVED: That staff will return to City Council with recommendations of candidates to fill available vacancies upon completion of the interview process.

The foregoing Resolution 2024-184 was adopted by the Tracy City Council on October 15, 2024, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE



NANCY D. YOUNG
Mayor of the City of Tracy, California



ATTEST:
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE APPOINTMENT OF LEAH SHOAITO, AS THE ENVIRONMENTAL SUSTAINABILITY COMMISSION YOUTH COMMISSIONER, FOR THE REMAINDER OF A ONE (1) YEAR TERM ENDING ON JULY 31, 2025

WHEREAS, the City Council has established various boards and commissions over the years, and many of those bodies have adopted bylaws outlining the processes for interviewing and recommending candidates to fill vacancies on the respective bodies; and

WHEREAS, these processes in the Environmental Sustainability Commission (ESC) Bylaws now conflict with the recently adopted Appointment Policy; and

WHEREAS, as the Appointment Policy most accurately reflects the State law applicable to general law cities, it would supersede any conflicting bylaws; and

WHEREAS, the City Council retains the discretion to approve an alternative process (as long as it is otherwise consistent with State law) that may be proposed by the Mayor, who retains the sole power to appoint (subject to the approval of the Council body) to the City's boards and commissions; and

WHEREAS, on October 1, 2024, the City Council held a special meeting to interview and make recommendations to the Mayor for appointments for two adult vacancies on the Youth Advisory Commission (YAC), and the City had received 16 applications to fill youth vacancies on the YAC; and

WHEREAS, for efficiency, Mayor Young motioned, and the Council body approved, that the Appointment Policy be suspended and have the youth be interviewed through the process outlined in the YAC Bylaws instead; and

WHEREAS, Mayor Young requested a similar process be applied to fill the youth vacancies on the ESC which was seconded by Council Member Bedolla; however, as the ESC request was not included in the agenda item for that special meeting, staff had to bring the request back to the City Council at a later date as a separate request; and

WHEREAS, on October 15, 2024, staff returned with the item and the City Council waived the City Council Appointment Policy under Resolution 2024-042 and deferred, instead, to the interview process under the Bylaws of the ESC to fill youth vacancies (Resolution 2024-184); and

WHEREAS, the Bylaws of the ESC call for a selection panel to review new applications and make recommendations for appointment to the City Council; and

WHEREAS, recruitment for the youth Commissioners began on May 15, 2024, and only

one application was received; and

WHEREAS, on Friday, November 8, 2024, the interview and selection panel held an interview with the applicant, Leah Shoaito; and

WHEREAS, the interview and selection panel recommend Leah Shoaito for one of two vacant youth Commissioner positions on the ESC; and

WHEREAS, the Mayor accepted the panel’s recommendation for her proposed appointee; now therefore, be it

RESOLVED, that the City Council of the City of Tracy hereby approves the appointment of Leah Shoaito, as the ESC youth Commissioner, for the remainder of a one (1) year term ending on July 31, 2025, as recommended by the interview and selection panel convened pursuant to the ESC Bylaws and as proposed by the Mayor.

The foregoing Resolution 2024-_____ was passed and adopted by the Tracy City Council on the 3rd day of December 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:

(1) authorizing a construction contingency of \$1,500,000 for the contract awarded to O.C. Jones & Sons, Inc., pursuant to Resolution 2024-085, and

(2) authorizing the City Manager to approve change orders up to the contingency amount, if needed.

EXECUTIVE SUMMARY

This agenda item seeks the adoption of a resolution by City Council authorizing a construction contingency of \$1,500,000 to O.C. Jones & Sons, Inc. for the Interstate 580/International Parkway/Patterson Pass Road Diverging Diamond Interchange, Capital Improvement Project 73147 (Project) awarded pursuant to Resolution 2024-085 adopted by City Council on June 4, 2024. Staff is also requesting an authorization for the City Manager to approve change orders up to the contingency amount if needed. Due to limited resources availability at the time of contract award, no contingency was approved. Staff has worked with the Finance Department to re-prioritize resources and has sufficient funding available to request authorization of a partial construction contingency to be made available as the Project moves forward with construction.

BACKGROUND AND LEGISLATIVE HISTORY

The Project was approved as a CIP within the Fiscal Year 2015/2016 Budget. As the Project Sponsor, the City of Tracy has partnered with the California Department of Transportation (Caltrans) throughout its development. This Project is critical for the region, improving access to the expanding fulfillment and distribution centers, enhancing safety, and benefiting both the regional and national economies. Additionally, it will improve freight operations along a federal Primary Freight Network (PFN) Route. In 2020, the City secured a \$24.9 million grant from the California Transportation Commission (CTC) for the construction phase. This grant was later reprogrammed as Federal National Highway Freight Program (FNHFP) funds without a change in the amount.

The Project consists of reconstructing the existing interchange into a Diverging Diamond Interchange (DDI), similar to the one located at State Route (SR) 120 and Union Road in Manteca. The DDI will reroute traffic to the opposite side of the road when crossing Interstate 580 (I-580), allowing for direct left turns onto I-580 on-ramps and from I-580 off-ramps, enabling free-flowing movement. Traffic signals will be installed where traffic switches sides and ramp entrances will be widened to accommodate turning movements. The over-crossing will also be expanded to include three northbound lanes, two southbound lanes, Class II bike lanes, and a multi-use path for both bicyclists and pedestrians located in the center of the over-crossing. The DDI will maintain access to the gas station west of I-580 through the construction of a new public roadway, realigning access to accommodate the interchange's new design.

Currently, the existing interchange lacks pedestrian and bicycle facilities on Patterson Pass Road's overcrossing and approaches. The Project will address this deficiency by implementing a complete streets design, adding Class II bike lanes and sidewalks to serve all roadway users.

On February 21, 2023, the City Council passed Resolutions of Necessity (RONs), authorizing the acquisition of fee simple interests, permanent easements, and temporary construction easements necessary for the Project's construction. To secure the \$24.9 million Trade Corridor Enhancement Program (TCEP) grant and achieve Ready to List status with Caltrans, the City adopted Resolution Nos. 2023-035, 2023-036, 2023-037, and 2023-038, on the same date, to initiate Eminent Domain proceedings for the required property acquisitions.

Subsequently, Resolution No. 2023-043 approved Utility Agreements for relocating existing utilities, while Resolution No. 2023-044 authorized the execution of a Cooperative Agreement between the City and Caltrans, as well as the Right-of-Way Certification.

The Professional Services Agreement (PSA) between the City and Mark Thomas and Company was authorized under Resolution No. 2018-216, with an amendment approved under Resolution No. 2022-072. This agreement covered the Project's design, including plans, specifications, and estimates.

On June 4, 2024, through Resolution 2024-085, the City Council awarded the construction contract to O.C. Jones & Sons, Inc., for a total not-to-exceed amount of \$42,587,374.

On July 2, 2024, per Resolution 2024-117, the City Council approved a Professional Services Agreement with Dewberry Engineers, Inc. to provide construction management services for the Project in the amount of \$4,298,958.

ANALYSIS

Staff has issued the construction notice to the contractor to proceed with the Project, officially marking the start of the work. Construction projects of this scale often encounter site conditions that were not anticipated during the planning phase. These can include unexpected soil conditions, unanticipated utility relocations, environmental concerns, site-specific challenges, or other unplanned complications. Due to limited resource availability at the time of contract award, no contingency was approved. Staff has worked with Finance to reprioritize resources and has sufficient funding available to request authorization of a partial construction contingency to be made available as the Project moves forward with construction.

Authorizing a construction contingency of \$1,500,000 ensures that the Project can respond effectively to these unforeseen conditions. This contingency helps prevent delays and cost overruns that would otherwise hinder the progress of the Project, ensuring that the Project continues to move forward with minimal disruption and stays aligned with its overall objectives.

Granting the City Manager the authority to execute the necessary change orders under TMC Section 2.20.090(b) allows for rapid decision-making regarding necessary changes as they arise during construction. This streamlined authority helps keep the Project moving forward, which is critical to minimizing impacts on Tracy residents and commuters who utilize the interchange.

FISCAL IMPACT

The I-580/International Parkway/Patterson Pass Road Interchange, Capital Improvement Project 73147, is a CIP approved by the City, with current budget approval as follows:

Funding Source	Budget	Expenses	Balance
242 - Measure K	\$ 2,541,000	\$ 2,541,000	\$ -
245 - Gas Tax	\$ 1,494,125	\$ -	\$ 1,494,125
TCEP Grant	\$ 24,884,000	\$ 24,884,000	\$ -
363 - TIMP Traffic	\$ 17,032,624	\$ 16,377,732	\$ 654,892
392 - RTIF	\$ 7,952,000	\$ 7,952,000	\$ -
Current Budget	\$ 53,903,749	\$ 51,754,732	\$ 2,149,017

Any authorized change orders under this resolution will be subject to funding availability, and finance review and approval before payment is issued, thus ensuring adequate safeguards are in place to keep the Project within the budget approved by the City Council.

PUBLIC OUTREACH/ INTEREST

Caltrans and the City of Tracy circulated the draft Initial Study/Mitigated Negative Declaration (IS/MND), in compliance with the California Environmental Quality Act (CEQA), for public comment and review on July 1, 2020. An opportunity for a public meeting was offered, but none was requested. All written comments received were addressed in the final IS/MND and in the Categorical Exclusion Determination (CE) in compliance with the National Environmental Protection Act (NEPA). The Resolutions of Necessity hearing for the required property acquisitions for the Project was conducted by City Council on February 21, 2023.

COORDINATION

The City's Engineering Division coordinated with several stakeholders, including Caltrans, San Joaquin County, San Joaquin Council of Governments (SJCOG), Federal Highway Administration (FHWA), California Public Utility Commission, and public and private utility companies.

CEQA DETERMINATION

As the Project has federal funds, compliance with both CEQA and NEPA are required. The Final IS/MND (CEQA Approval), in accordance with Section 15164 of the CEQA Guidelines, and the CE (NEPA Approval) for the Project was obtained on February 25, 2021, under 23 USC 327. The request was reviewed under the provision of NEPA and other pertinent environmental reviews.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by resolution:

(1) authorizes a construction contingency of \$1,500,000 for the contract awarded to O.C. Jones & Sons, Inc., pursuant to Resolution 2024-085, and

(2) authorizes the City Manager to approve change orders up to the contingency amount, if needed.

Prepared by: Lauren Gonzalez, Management Analyst II
Sharat Bandugula, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Castro, Finance Director
Kamalpreet Gill, Deputy City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) AUTHORIZING A CONSTRUCTION CONTINGENCY OF \$1,500,000 FOR THE CONTRACT AWARDED TO O.C. JONES & SONS, INC., PURSUANT TO RESOLUTION 2024-085, AND

(2) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT, IF NEEDED.

WHEREAS, the I-580 and International Parkway/Patterson Pass Road Interchange Project, Capital Improvement Project 73147, (Project) was approved as a Capital Improvement Project (CIP) within the Fiscal Year 2015/2016 Budget; and

WHEREAS, as the Project Sponsor, the City of Tracy has partnered with the California Department of Transportation (Caltrans) throughout its development; and

WHEREAS, this Project is critical for the region, improving access to the expanding fulfillment and distribution centers, enhancing safety, and benefiting both the regional and national economies; and

WHEREAS, on June 4, 2024, pursuant to Resolution 2024-085, the City Council awarded the construction contract to O.C. Jones & Sons, Inc., for a total not-to-exceed amount of \$42,587,374; and

WHEREAS, on July 2, 2024, per Resolution 2024-117, the City Council approved a Professional Services Agreement with Dewberry Engineers, Inc. to provide construction management services for the Project in the amount of \$4,298,958; and

WHEREAS, due to limited resources availability at the time of contract award, no contingency was approved; and

WHEREAS, engineering staff has worked with the Finance Department to reprioritize resources and has sufficient funding available to request authorization of a partial construction contingency to be made available as the Project moves forward with construction; and

WHEREAS, the construction notice-to-proceed with the Project has been issued to the contractor, officially marking the start of the work. Construction projects of this scale often encounter site conditions that were not anticipated during the planning phase. These can include unexpected soil conditions, unanticipated utility relocations, environmental concerns, site-specific challenges, or other unplanned complications; and

WHEREAS, staff is requesting the City Council to authorize a construction contingency up to the not-to-exceed amount of \$1,500,000 for O.C. Jones & Sons, Inc., which will ensure that the Project can respond effectively to these unforeseen conditions and will help prevent delays and cost overruns that would otherwise hinder the progress of the Project, ensuring that the Project continues to move forward with minimal disruption and stays aligned with its overall objectives; and

WHEREAS, staff is also requesting the City Council to authorize the City Manager to execute the necessary change orders up to the contingency amount; and

WHEREAS, the Final IS/MND (CEQA Approval), in accordance with Section 15164 of the CEQA Guidelines, and the CE (NEPA Approval) for the Project was obtained on February 25, 2021, under 23 USC 327; and, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes a construction contingency of \$1,500,000 for the contract awarded to O.C. Jones & Sons, Inc., pursuant to Resolution 2024-085; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to approve change orders up to the contingency amount, if needed; and be it

FURTHER RESOLVED: That actions authorized herein are consistent with the Project that was reviewed per the Final IS/MND under the California Environmental Quality Act (CEQA) and in accordance with Section 15164 of the CEQA Guidelines, and the Categorical Exemption under the National Environmental Pollution Act that was obtained on February 25, 2021, under 23 U.S.C. 327.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on 3rd day of December 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving an On-Call Professional Services List, for five years, of qualified consultants to provide Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services.

EXECUTIVE SUMMARY

This agenda seeks the adoption of a Resolution by the City Council approving an On-Call List for qualified consultants to provide services related to writing, preparation, and management of Transportation grants. The list is comprised of consultants selected through a competitive solicitation process and would expire in five (5) years.

The approval of this On-Call List will enhance efficiency as it would enable the City to contract with one of the firms on the list without undergoing individual procurement processes for each project. As some projects may be small or urgent, On-Call Lists provide public agencies to be nimble with procurement, in a transparent and fair manner. The On-Call List does not bind the City or its budget to a particular scope of work or even guarantee work with any of the noted firms until the City elects to enter into specific contracts with any of the firms. Staff would still return to the City Council for approval of a project-specific Grant Writing, Grant Preparation, and Grant Management Services Agreement to obtain requisite budgetary or contracting authority in accordance with the Tracy Municipal Code.

BACKGROUND AND LEGISLATIVE HISTORY

On-Call Lists entail the practice of prequalifying consultants to be available at specific times for specific expertise areas, so that the City may utilize them on an as-needed basis by the terms outlined in separate agreements between the City of Tracy and qualified consultants.

On August 27, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a Request for Proposal (RFP) to solicit experienced and qualified consultants to provide On-Call Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services for Engineering projects. The requested services include but are not limited to, monitoring and identification of transportation funding opportunities, grant application preparation including writing, graphics, maps, budgets, and schedules, development of scopes of work and budgets needed to implement projects, preparing easy-to-read and organized grant submittals that meet all application requirements, outreach and communications support and expertise, e.g., written, graphic, survey, and web page development, effective outreach methods communications support and expertise with equity and business communities both for any advance work needed in the preparation of a grant application and knowledge in developing outreach and communication efforts as part of a grant's scope of work, transportation planning with expertise in active transportation, transit, and other modes, complete streets, safe systems approach, and systemic analysis, minor conceptual or preliminary design development to illustrate needed improvements to bring projects to a competitive stage for grant submittal, strategic planning/engineering, detailed design, and deployment in support of a grant application, data analysis and mapping,

preparation of Project Study Reports (PSRs) or PSR equivalents, provide assistance with the ongoing management of awards such as project set-up, quarterly/annual reporting, and labor compliance.

On September 13, 2024, the City received five (5) proposals. The City's internal Selection Committee, Sharat Bandugula, Acting Assistant City Engineer, Habibullah Habib, Associate Engineer, and D'Evelyn Spekner, Associate Engineer, carefully evaluated all five (5) proposals received based on the criteria described in the RFP. The committee has reviewed and determined that all five (5) consultant firms possess the skills, experience, competence, professional qualifications, and certifications required to provide the services requested by the City and should remain on the On-Call List for five (5) years.

The goal of the City's grant program is to secure funding for services and projects that otherwise are unfunded or would be required to utilize local tax dollars.

ANALYSIS

The City of Tracy Engineering Division consists of the following units: Capital Improvement Projects (CIP) and Traffic Engineering, which collectively oversee a variety of projects. The proposed projects require at least one of the following Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services outlined in the RFP. The proposed On-Call List will allow staff to increase their current workload capacity to keep up with the demand for delivering projects in a timely fashion and also increase efforts in researching and submitting grant applications for all aspects of the City's current and future transportation system network.

The Selection Committee has completed an extensive review of all five (5) proposals received and is recommending that all five (5) On-Call consultants remain on the On-Call List. The table below lists the On-Call consultants and the services they will be providing.

Consultant	Service Provided
Mark Thomas & Company, Inc.	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services
Evan Brooks Associates, Inc.	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services
Grant Strategy Solutions	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services
DKS Associates	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services
Interwest Consulting Group	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services

This On-Call List of selected consultants creates efficiency and does not bind the City or its

budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each consultant on the list, as project needs arise, the City may more readily move into contracting with one of the consultants on the list and then return to the City Council for approval of a project-specific agreement.

FISCAL IMPACT

There will be no fiscal impact from this Resolution. If and when the need for these services arises, staff will return to City Council to request approval for individual Master Professional Services Agreements with stated contract costs, and budgetary appropriations if needed.

CEQA DETERMINATION

The approvals requested in this item are "planning and feasibility services" and, therefore, are not considered a "project" as defined by Section 21065 of the Public Resources Code. Any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix, and services and cultivating connections to promote positive change and progress in our community.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution to approve an On-Call Professional Services List, for five years, of qualified consultants to provide Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services.

Prepared by: Habibullah Habib, PE, Associate Civil Engineer
Sharat Bandugula, PE, Acting Assistant City Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Castro, Finance Director
Kamalpreet Gill, Deputy City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING AN ON-CALL PROFESSIONAL SERVICES LIST, FOR FIVE YEARS, OF QUALIFIED CONSULTANTS TO PROVIDE TRANSPORTATION GRANT WRITING, GRANT PREPARATION, AND GRANT MANAGEMENT CONSULTING SERVICES.

WHEREAS, the City of Tracy (City) has a variety of Capital Improvement Projects (CIP), Land Development projects, and Transportation and Traffic projects requiring specialized professional services; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, on August 27, 2024, staff, following established procedures in accordance with Tracy Municipal Code, Section 2.20.140, posted on the City's website a Request for Proposals (RFP) to solicit experienced and qualified consultants to provide on-call Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services engineering projects; and

WHEREAS, the requested services include but are not limited to, monitoring and identification of transportation funding opportunities, grant application preparation including writing, graphics, maps, budgets, and schedules, development of scopes of work and budgets needed to implement projects, preparing easy-to-read and organized grant submittals that meet all application requirements, outreach and communications support and expertise, e.g., written, graphic, survey, and web page development, effective outreach methods communications support and expertise with equity and business communities both for any advance work needed in the preparation of a grant application and knowledge in developing outreach and communication efforts as part of a grant's scope of work, transportation planning with expertise in active transportation, transit, and other modes, complete streets, safe systems approach, and systemic analysis, minor conceptual or preliminary design development to illustrate needed improvements to bring projects to a competitive stage for grant submittal, strategic planning/engineering, detailed design, and deployment in support of a grant application, data analysis and mapping, preparation of Project Study Reports (PSRs) or PSR equivalents, assist with the ongoing management of awards such as project set-up, quarterly/annual reporting, and labor compliance; and

WHEREAS, on September 13, 2024, the City received five (5) proposals to provide the required services. The table below lists all five (5) On-Call consultants and the proposed services:

Consultant	Service Provided
Mark Thomas & Company, Inc.	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services
Evan Brooks Associates, Inc.	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services
Grant Strategy Solutions	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services
DKS Associates	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services
Interwest Consulting Group	Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services

; and

WHEREAS, the City’s internal Selection Committee carefully evaluated all five (5) proposals received based on the criteria described in the RFP, and determined that all five (5) possess the skills, experience, competence, professional qualifications, and certifications required to provide the services requested by the City and should remain on the On-Call List; and

WHEREAS, the City will utilize such services on an On-Call basis, and the City will execute Master Professional Services Agreements (MPSA) with each consultant and issue Task Orders for the scope of work needed, through future City Council action, as may be needed to comply with the Tracy Municipal Code; and

WHEREAS, there will be no fiscal impact from this Resolution, if and when the need for these services arises, staff will return to City Council to request approval for individual Master Professional Services Agreements (MPSA) with stated contract costs, and budgetary appropriations if needed; and

WHEREAS, the approvals requested in this item are “planning and feasibility services” and, therefore, are not considered a “project” as defined by Section 21065 of the Public Resources Code, any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy, hereby approves an On-Call Professional Services List, for five (5) years, for Transportation Grant Writing, Grant Preparation, and Grant Management Consulting Services with DKS Associates, Evan Brooks Associates, Inc., Interwest Consulting Group, Grant Strategy Solutions, and Mark Thomas & Company, Inc.; and be it

FURTHER RESOLVED: That the City Council directs staff to return for future approvals of any specific agreement with any specific firm listed on the foregoing On-Call List, to the extent may be needed for either budgetary or contract authority under the Tracy Municipal Code; and be it

FURTHER RESOLVED: The approval requested in this item is “planning and feasibility services” and, therefore, is not considered a “project” as defined by Section 21065 of the Public Resources Code. Any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 3rd day of December 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt the following, each by separate resolution:

(A) approving an On-Call List, for five years, of qualified consultants for Traffic Engineering Services; and

(B) approving (1) the execution of six separate Master Professional Services Agreements, each with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000, with each of the listed qualified consultants: Advanced Mobility Group, DKS Associates, Fehr & Peers, Interwest Consulting Group, TJKM, and W-Trans; and (2) an administrative extension for up to two years based on satisfactory performance for each Master Professional Services Agreement, if needed.

EXECUTIVE SUMMARY

This agenda item seeks approval of an On-Call List for five years of qualified consultants to provide Traffic Engineering Services and concurrently seeks approval of the execution of six separate Master Professional Services Agreements (MPSAs) with Advanced Mobility Group, DKS Associates, Fehr & Peers, Interwest Consulting Group, TJKM, W-Trans selected from this On-Call List, each to provide these services for an initial term of three years and a total not to exceed amount of \$250,000 per fiscal year. Staff is also requesting an administrative extension for each MPSA for up to two additional years, based on performance, if needed.

Pursuant to public bidding requirements in Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130 for professional services, staff recently published a Request for Proposals (RFP) for On-Call Traffic Engineering Services. On September 13, 2024, staff received and reviewed all seven (7) proposals received and determined that all seven (7) consultants demonstrated they were qualified and responsible proposers and met the City's needs for competence and professional qualifications necessary for the satisfactory performance of the anticipated scopes of work. Staff is recommending that these seven (7) consultants be deemed qualified to remain on the On-Call List. Simultaneously, staff is recommending the authorization to execute separate MPSAs with six (6) of the seven (7) qualified consultants, as Kimley-Horn & Associates has an existing MPSA with the City, which will be updated upon expiration, based upon performance, if needed.

BACKGROUND AND LEGISLATIVE HISTORY

On-Call Lists entail the practice of prequalifying consultants to be available at specific times for specific expertise areas so that the City may utilize them on an as-needed basis according to the terms outlined in separate MPSAs between the City of Tracy and qualified consultants.

Whenever staff shortages, peaking workloads, or project complexity mandates external assistance, consultants have been called upon to perform various tasks needed to complete work. Currently, the City has one active MPSA for On-Call Traffic Engineering Services but has utilized several different firms for Land Development, Capital Improvement Projects (CIP), and On-Call services as needed to support Engineering initiatives. Having multiple firms retained for

the necessary work will ensure that the various services can be obtained in a timely manner.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a Request for Proposal (RFP) to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. The requested services include but are not limited to, Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving California Department of Transportation (Caltrans) Coordination along the Caltrans right-of-way on Interstate 580 (I-580) and Interstate 205 (I-205), identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

On September 13, 2024, the City received seven (7) proposals. The City's internal Selection Committee, Sharat Bandugula, Acting Assistant City Engineer; Habibullah Habib, Associate Engineer; and Lauren Gonzalez, Management Analyst II, carefully evaluated all seven (7) proposals received based on the criteria described in the RFP. In making this determination, the committee considered the following factors:

- The experience and past performance of the firm, its agents, and employees in completing projects of various types, sizes, and complexity.
- The firm's ability to provide timely and accurate documentation and traffic engineering assistance.
- The flexibility of the proposal is based on past performance, cost schedules, and methodologies used by the firm to complete projects.
- The firm's understanding of the work to be completed is based upon the clarity of the proposal and responsiveness to the Request for Proposal.

The committee has reviewed and determined that all of the consultant firms possess the skills, experience, competence, professional qualifications, and certifications required to provide the services requested by the City and should remain on the On-Call List for five (5) years.

ANALYSIS

The City of Tracy Engineering Division consists of the following units: CIP, Land Development, and Traffic Engineering, which collectively oversee a variety of projects. The proposed projects require at least one of the following Traffic Engineering Services outlined in the RFP. The proposed On-Call List and MPSAs will allow staff to increase their current workload capacity to

keep up with the demand for delivering projects in a timely fashion.

The Selection Committee has completed an extensive review of all seven (7) proposals received and is recommending that all seven (7) On-Call consultants remain on the On-Call List. The table below lists the On-Call consultants and the services they will be providing.

Consultant	Service Provided
Advanced Mobility Group	Traffic Engineering Services
DKS Associates	Traffic Engineering Services
Fehr & Peer	Traffic Engineering Services
Interwest Consulting Group	Traffic Engineering Services
Kimley Horn & Associates	Traffic Engineering Services
TJKM	Traffic Engineering Services
W-Trans	Traffic Engineering Services

This On-Call List of selected consultants creates efficiency and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each consultant on the list, as project needs arise, the City may more readily move into contracting with one of the consultants on the list and then return to the City Council for approval of a project-specific MPSA.

Of the seven (7) consultants selected on the On-Call List, Kimley Horn & Associates, Inc. currently has an MPSA to provide traffic engineering services, which is active through March 2025. To ensure minimal interruption to existing approved task orders under the active MPSA, staff determined it is in the best interest of the City to review the MPSA with Kimley Horn & Associates upon expiration of the current MPSA. At such time, staff will bring the item to Council for approval of a new MPSA for On-Call traffic engineering services as required.

The proposed MPSAs would enable Engineering Staff to utilize these consultants on an On-Call basis on various projects for a three fiscal year term expiring June 30, 2028, with an option to administratively extend for two (2) consecutive one (1) year terms based on the performance if needed. Each MPSA would be subject to a not-to-exceed amount of \$250,000 per fiscal year.

As noted above, having an On-Call List of qualified consultants will enable staff to better manage staff shortages, peaking workloads, and complex projects. Supplemental traffic engineering services for CIP and Land Development projects are currently pending. In addition to approving the On-Call List, staff recommends the City Council authorize the execution of the separate MPSAs with six (6) of the qualified consultants from the list: Advanced Mobility Group, DKS Associates, Fehr & Peers, Interwest Consulting Group, TJKM, and W-Trans.

The proposed MPSAs specify that the City may allocate work to each firm selected based upon the City's budget, Cost Recovery Agreements, Capital Project funding, the required services needed at the time, and the competitiveness and quality of each proposal to satisfy the City's needs most efficiently and economically for the specified services.

FISCAL IMPACT

The cost of the work performed by the Advanced Mobility Group, DKS Associates, Fehr & Peers, Interwest Consulting Group, TJKM, and W-Trans will be cost recoverable in part through the developer's fee, Capital Improvement Project budgets, or Federal and State grant funds. Funding for the MPSA with Advanced Mobility Group, DKS Associates, Fehr & Peers, Interwest Consulting Group, TJKM, and W-Trans exists on an annual basis within the department's annual adopted budget, and the amount expended between all consultants may not exceed the annual budget appropriation. The contract includes the ability to terminate if there is insufficient budget availability.

CEQA DETERMINATION

The approvals requested in this item are "planning and feasibility services" and, therefore, are not considered a "project" as defined by Section 21065 of the Public Resources Code. Any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt the following, each by separate resolution:

(A) approves an On-Call List, for five years, of qualified consultants for Traffic Engineering Services; and

(B) approves (1) the execution of six separate Master Professional Services Agreements, each with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000, with each of the listed qualified consultants: Advanced Mobility Group, DKS Associates, Fehr & Peers, Interwest Consulting Group, TJKM, and W-Trans; and (2) an administrative extension for up to two years based on satisfactory performance for Master Professional Services Agreement, if needed.

Prepared by: Habibullah Habib, PE, Associate Civil Engineer
Sharat Bandugula, PE, Acting Assistant City Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Castro, Finance Director
Kamalpreet Gill, Deputy City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Master Professional Service Agreement with Advanced Mobility Group
Attachment B – Master Professional Service Agreement with DKS Associates
Attachment C – Master Professional Service Agreement with Fehr & Peers
Attachment D – Master Professional Service Agreement with Interwest Consulting Group
Attachment E – Master Professional Service Agreement with TJKM
Attachment F – Master Professional Service Agreement with W-Trans

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

Advanced Mobility Group for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **Advanced Mobility Group** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **Advanced Mobility Group**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto (“Services”) for the City’s benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: **Joy Bhattacharya, PE, PTOE, Vice President**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **Advanced Mobility Group** (“Director”) from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City’s budget, experience, and skills of consultants based on the City’s specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement (“Term”). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining

to” and “relating to”. The Consultant’s indemnification obligation applies to the maximum extent allowed by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City’s written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

5.5.2 For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: **Advanced Mobility Group**

Joy Bhattacharya, PE, PTOE
Vice President
3003 Oak Road, Suite 100
Walnut Creek, CA 94597

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant’s proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

Advanced Mobility Group

By: Joy Bhattacharya, PE, PTOE

Title: Vice President

Date: Joy Bhattacharya

Federal Employer Tax ID No. 82-3883515

By: Armin Shamskhov

Title: Chief Financial Officer

Date: Armin Shamskhov

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

Joy Bhattacharya, PE, PTOE , Project Manager
Christopher Thnay, TE, ACIP , Principal Engineer
Vasavi Pannala, PE , Senior Engineer
Chris Higbee, PE , Senior Engineer
Shabnam Yari, PE , Transportation Project Engineer

Stephen Au, PE , Senior Engineer
Kasra Behbahani , Senior Systems Engineer
Rafat Raie, PE, Principal Engineer, Caltrans and Stakeholder Coordination
Ryan Sabiniano , Design Technician
Matthew Boog , Traffic Signal Specialist
Andrea Flores, EIT, Assistant Engineer

EXHIBIT B

Compensation



AMG On-Call Billing Rate Table 2024

Title	Hourly Billing Rate Range
Associate Engineer	160.00 - 235.00
Data Analyst / Scientist	120.00 - 175.00
Engineering Technician	110.00 - 145.00
President	350.00 - 375.00
Principal	250.00 - 300.00
Project Administrator	110.00 - 190.00
Project Controls Specialist / Manager	160.00 - 275.00
Project Coordinator	100.00 - 160.00
Project Manager	175.00 - 265.00
Senior Consultant / Advisor	250.00 - 325.00
Senior Inspector	145.00 - 185.00
Senior Principal	275.00 - 340.00
Senior Project Analyst	150.00 - 195.00
Senior Project Engineer	185.00 - 275.00
Senior Systems Engineer	215.00 - 285.00
Smart Cities Specialist	135.00 - 165.00
Systems Engineer	120.00 - 215.00
Technology Manager	190.00 - 235.00
Traffic Engineer	195.00 - 235.00
Traffic Signal Specialist	115.00 - 150.00
Transit Planner	160.00 - 195.00
Transportation Engineering	100.00 - 140.00
Vice President	295.00 - 350.00

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$_____ .00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$_____ .00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$_____ .00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

DKS Associates for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **DKS Associates** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **DKS Associates**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto (“Services”) for the City’s benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: **Chris, Maciejewski, Executive VP, COO**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **DKS Associates** (“Director”) from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City’s budget, experience, and skills of consultants based on the City’s specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement (“Term”). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed

by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: DKS Associates

Chris, Maciejewski
Executive VP, COO
428 J Street, Suite 340
Sacramento, CA 95814

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant’s proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

DKS Associates

By: Chris, Maciejewski *Chris Maciejewski*

Title: Executive VP, COO

Date: 11/06/2024

Federal Employer Tax ID No. 94-2583153

By: *Michael Thomas*

Title: Chief Financial Officer

Date: 11/06/2024

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

JIM DAMKOWITCH PROJECT MANAGER
H. ROSS AINSWORTH, PE, TE, SENIOR TECHNICAL ADVISOR
TERRY KLIM, TE, PRINCIPAL-IN-CHARGE / QC MANAGER
ALEX ZHU, PHD, PE, PTOE, ITS/SMART CITY LEAD
SEAN CARNEY, EIT, RSP1, PEER REVIEW LEAD

UDIT MOLAKATALLA, PE, PTOE, TRAFFIC IMPACTS & MITIGATIONS, OPERATIONS & ENGINEERING LEAD

KENDALL FLINT, COMMUNITY ENGAGEMENT LEAD & EQUITY PLANNING LEAD

DAVID TOKARSKI, TRAVEL FORECASTING, TRAFFIC COUNTS, AND MODELING LEAD

GURBIR ANTAAL, PENG, EV CHARGING INFRASTRUCTURE LEAD

DAVID MAHAMA, PE, CIVIL DESIGN & SITE RECON/PLAN ANALYSIS LEAD

ALICE CHEN, AICP, PRINCIPAL

BINCY KOSHY, TRANSPORTATION PLANNING ENGINEER

EXHIBIT B**Compensation****FEE SCHEDULE**

Rates will be escalated on an annual basis for the life of the contract.

Fee Schedule					
<i>Effective January 1, 2024 through December 31, 2024</i>					
ENGINEERS and PLANNERS				TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 5	75.00	Grade 38	240.00	Tech Level G	65.00
Grade 6	80.00	Grade 39	245.00	Tech Level H	70.00
Grade 7	85.00	Grade 40	250.00	Tech Level I	75.00
Grade 8	90.00	Grade 41	255.00	Tech Level J	80.00
Grade 9	95.00	Grade 42	260.00	Tech Level K	85.00
Grade 10	100.00	Grade 43	265.00	Tech Level L	90.00
Grade 11	105.00	Grade 44	270.00	Tech Level M	95.00
Grade 12	110.00	Grade 45	275.00	Tech Level N	100.00
Grade 13	115.00	Grade 46	280.00	Tech Level O	105.00
Grade 14	120.00	Grade 47	285.00	Tech Level P	110.00
Grade 15	125.00	Grade 48	290.00	Tech Level Q	115.00
Grade 16	130.00	Grade 49	295.00	Tech Level R	120.00
Grade 17	135.00	Grade 50	300.00	Tech Level S	125.00
Grade 18	140.00	Grade 51	305.00	Tech Level T	130.00
Grade 19	145.00	Grade 52	310.00	Tech Level U	135.00
Grade 20	150.00	Grade 53	315.00	Tech Level V	140.00
Grade 21	155.00	Grade 54	320.00	Tech Level W	145.00
Grade 22	160.00	Grade 55	325.00	Tech Level X	150.00
Grade 23	165.00	Grade 56	330.00	Tech Level Y	155.00
Grade 24	170.00	Grade 57	335.00	Tech Level Z	160.00
Grade 25	175.00	Grade 58	340.00	Tech Level AA	165.00
Grade 26	180.00	Grade 59	345.00	Tech Level AB	170.00
Grade 27	185.00	Grade 60	350.00	Tech Level AC	175.00
Grade 28	190.00	Grade 61	355.00	Tech Level AD	180.00
Grade 29	195.00	Grade 62	360.00	Tech Level AE	185.00
Grade 30	200.00	Grade 63	365.00	Tech Level AF	190.00
Grade 31	205.00	Grade 64	370.00	Tech Level AG	195.00
Grade 32	210.00	Grade 65	375.00	Tech Level AH	200.00
Grade 33	215.00	Grade 66	380.00	Tech Level AI	205.00
Grade 34	220.00	Grade 67	385.00	Tech Level AJ	210.00
Grade 35	225.00	Grade 68	390.00	Tech Level AN	230.00
Grade 36	230.00	Grade 69	395.00	Tech Level AO	235.00
Grade 37	235.00	Grade 70	400.00	Tech Level AP	240.00
- Project expenses will be billed at cost plus ten percent for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services. - All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.					



EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$_____.00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$_____.00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$_____.00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

SIGNATURE CERTIFICATE



REFERENCE NUMBER
EAB23004-A38B-4653-A28E-0D406E7BF334

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number EAB23004-A38B-4653-A28E-0D406E7BF334	Document Name DRAFT - Attachment F -Master Professional Services Agreement -DKS
Transaction Type Signature Request	Filename DRAFT_-_Attachment_F_-Master_Professional_Services_Agreement_-DKS.pdf
Sent At 11/06/2024 12:27 EST	Pages 15 pages
Executed At 11/06/2024 12:31 EST	Content Type application/pdf
Identity Method email	File Size 323 KB
Distribution Method email	Original Checksum 516bbb6fba9d1b76764076783dcd6b587476cb86b0ad9518abdd1bcf037078ec
Signed Checksum 118ad32c15ba71cfbc4021d6e7dbfa9fa31a17e8ccb2993c0417ff6aa073c087	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Chris Maciejewski	Status signed	Viewed At 11/06/2024 12:31 EST
Email csm@dksassociates.com	Multi-factor Digital Fingerprint Checksum 82476ed2694cb6d6188e0c310041d82e3096b344295844372282e4c5bda8f948	Identity Authenticated At 11/06/2024 12:31 EST
Components 2	IP Address 73.164.173.50	Signed At 11/06/2024 12:31 EST
	Device Chrome via Mac	
	Typed Signature 	
	Signature Reference ID D853B7AA	
Name Mike Thomas	Status signed	Viewed At 11/06/2024 12:27 EST
Email mike.thomas@dksassociates.com	Multi-factor Digital Fingerprint Checksum d721d8edb40f7c05aac3b80b866432359418f505de4bee70f917b2c675690fef	Identity Authenticated At 11/06/2024 12:28 EST
Components 2	IP Address 71.237.214.67	Signed At 11/06/2024 12:28 EST
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID 6F12A68E	

AUDITS

TIMESTAMP	AUDIT
11/06/2024 12:27 EST	Elizabeth Aguilar (elizabeth.aguilar@dksassociates.com) created document 'DRAFT - Attachment F - Master Professional Services Agreement -DKS.pdf' on Chrome via Windows from 216.75.245.6.
11/06/2024 12:27 EST	Chris Maciejewski (csm@dksassociates.com) was emailed a link to sign.
11/06/2024 12:27 EST	Mike Thomas (mike.thomas@dksassociates.com) was emailed a link to sign.
11/06/2024 12:27 EST	Mike Thomas (mike.thomas@dksassociates.com) viewed the document on Chrome via Windows from 71.237.214.67.
11/06/2024 12:28 EST	Mike Thomas (mike.thomas@dksassociates.com) authenticated via email on Chrome via Windows from 71.237.214.67.

TIMESTAMP	AUDIT
11/06/2024 12:28 EST	Mike Thomas (mike.thomas@dksassociates.com) signed the document on Chrome via Windows from 71.237.214.67.
11/06/2024 12:31 EST	Chris Maciejewski (csm@dksassociates.com) viewed the document on Chrome via Mac from 73.164.173.50.
11/06/2024 12:31 EST	Chris Maciejewski (csm@dksassociates.com) authenticated via email on Chrome via Mac from 73.164.173.50.
11/06/2024 12:31 EST	Chris Maciejewski (csm@dksassociates.com) signed the document on Chrome via Mac from 73.164.173.50.

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

FEHR & PEERS for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **FEHR & PEERS** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **FEHR & PEERS**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto (“Services”) for the City’s benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: **David Robinson, PE, Principal-in-charge**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **FEHR & PEERS** (“Director”) from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City’s budget, experience, and skills of consultants based on the City’s specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement (“Term”). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed

by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: FEHR & PEERS

David, Robinson, PE
Principal-in-charge
343 East Main Street, Suite 608
Stockton, CA 95202

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant’s proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

FEHR & PEERS

By: David Robinson

Title: Principal-in-charge

Date: Nov 6, 2024

Federal Employer Tax ID No. 68-0065540



By: Lysa Wollard

Title: Chief Financial Officer

Date: Nov 6, 2024



Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

Francisco Martin, PE (Project Manager)
Dave Robinson, PE (Principal-in-Charge)
Fred Choa, TE (Principal)
Kristin Calia, PE, TE (Principal)
Ian Barnes, PE (Principal)
Makenzie Watten, PTP (Senior Associate)
Dave Stanek, PE, PTOE, RSP1 (Senior Associate)

EXHIBIT B

Compensation



2024-2025
(July 2024 through June 2025)

Hourly Billing Rates

Classification	Hourly Rate
Principal	\$280.00 - \$400.00
Senior Associate	\$210.00 - \$325.00
Associate	\$185.00 - \$285.00
Senior Engineer/Planner	\$160.00 - \$235.00
Engineer/Planner	\$130.00 - \$190.00
Senior Engineering Technician	\$150.00 - \$240.00
Senior Project Accountant	\$125.00 - \$190.00
Senior Project Coordinator	\$125.00 - \$185.00
Project Coordinator	\$125.00 - \$175.00
Technician	\$145.00 - \$190.00
Intern	\$100.00 - \$130.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (67 cents per mile as of Jan 2024).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$ _____ .00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$ _____ .00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$ _____ .00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

Interwest Consulting Group for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **Interwest Consulting Group** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **Interwest Consulting Group**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto ("Services") for the City's benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: **Paul, Meschino, President**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **Interwest Consulting Group** ("Director") from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining

to” and “relating to”. The Consultant’s indemnification obligation applies to the maximum extent allowed by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City’s written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

5.5.2 For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: Interwest Consulting Group

Paul, Meschino
President
1 Jenner, Suite 160
Irvine, CA 92618

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

Interwest Consulting Group

By: Paul, Meschino

Title: President



Date: 11.7.2024

Federal Employer Tax ID No. 73-1630909

Dave Bell

By: Dave Bell

Title: Chief Financial Officer

Date: 11/7/2024

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

William "Bill" Evans, Professional-in-Charge
Herby Lissade, PE, Project Manager
Jose "Alex" Camacho, EIT, Transportation Engineer
Gary Hansen PE, TE, Traffic/Civil Engineer
Christopher Heylin, PE, Transportation Engineer

Ferdinand de la Cruz, PE, Electrical Engineer

Chris Binkley, EIT, Transportation Engineer

Areli Vazquez-Muñoz, EIT, Transportation Engineer

EXHIBIT B**Compensation**

City of Tracy | On-Call Traffic Engineering Services

Hourly Rate Schedule

Effective July 1, 2024

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Engineering Services

Principal in Charge	\$255
Principal Engineer	\$230
City Surveyor	\$220
City Engineer	\$225
Project Manager	\$210
Senior Traffic Engineer	\$200
Traffic Engineer III	\$190
Traffic Engineer II	\$180
Traffic Engineer I	\$170
Traffic Engineering Associate II	\$160
Traffic Engineering Associate I	\$150
Transportation Engineer	\$210
Supervising Engineer	\$205
Senior Engineer	\$200
Licensed Land Surveyor	\$190
Engineering Associate III	\$160
Engineering Associate II	\$150
Engineering Associate I	\$140
Survey Technician	\$130
Senior Engineering Technician	\$130
Engineering Technician III	\$130
Engineering Technician II	\$115
Engineering Technician I	\$105
Student Trainee	\$ 50
Grading Plans Examiner	\$165

Planning Services

Project Manager	\$190
Planning Manager	\$200
Principal Planner	\$180
Senior Planner	\$165
Associate Planner	\$135
Assistant Planner	\$110
Planning Technician	\$90

Administrative

Grant Manager	\$165
Grant Writer	\$155
Management Analyst II	\$125
Management Analyst I	\$115
Senior Administrative	\$115
Administrative III	\$100
Administrative II	\$90
Administrative I	\$75

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$ _____ .00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$ _____ .00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$ _____ .00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

TJKM for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **TJKM** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **TJKM**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto (“Services”) for the City’s benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: **Nayan Amin, TE, President**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **TJKM** (“Director”) from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City’s budget, experience, and skills of consultants based on the City’s specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement (“Term”). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed

by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: TJKM

Nayan Amin, TE
President
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant’s proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

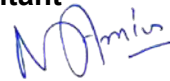
Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

**Consultant
TJKM**



By: Nayan Amin, TE

Title: President

Date: 11/05/2024

Federal Employer Tax ID No. 94-2239515



By: Ruta Jariwala

Title: Secretary

Date: 11/05/2024

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

Nayan Amin, TE, Principal-In-Charge

Erik Bjorklund, Senior Project Manager

Ruta Jariwala, PE, TE ,QA/QC Manager & Engineer of Record

Vamsee Modugula ,Traffic Modeling Task Lead

Mark Doty, Transportation Planning Task Lead & Public Outreach Task Lead

Rutvij Patel, EIT, Traffic Safety & Street Improvements
Praveena Samaleti, Traffic Impact Studies Task Lead
Sandeep Paparaju, Traffic Operations/Studies Task Lead
Aayush Kalantri, Data Collection Task Lead
Aldo Fritz, AICP, Support Staff
Pranav Happa, PE, Support Staff
Esmaeil Balal, Ph.D, PE, Support Staff
Andrew Dickinson, Support Staff
Manuel Montero, Support Staff
Talha Majeed, Support Staff
Utsav Domadia, PE, Support Staff
Himangi Mutha, Support Staff
Girish Basavaraj, Support Staff
Nithin Bonga, Support Staff
Garvit Goya, Support Staff

EXHIBIT B

Compensation

HOURLY RATE SCHEDULE

RATE SCHEDULE

Principal	\$265/hour
Director	245/hour
Senior Project Manager	210/hour
Project Manager	200/hour
Senior Transportation Engineer	185/hour
Transportation Engineer	145/hour
Assistant Transportation Engineer	135/hour
Senior Transportation Planner	185/hour
Transportation Planner	145/hour
Assistant Transportation Planner	135/hour
GIS Specialist	110/hour
Graphics Designer	110/hour
Designer	105/hour
Technical Staff II	95/hour
Administration Staff	90/hour
Production Staff	65/hour

REIMBURSABLE EXPENSES

Plotting (per sheet)	\$18.00
Travel Cost (per mile, subject to change, based on IRS standard mileage rates)...	0.67

All outside services are billed at cost plus a ten percent margin for handling.

Expert Witness charges available upon request.

Rates Effective January 1, 2024

Rates Subject to Change



EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$ _____ .00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$ _____ .00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$ _____ .00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

W-Trans for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **W-Trans** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **W-Trans**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto ("Services") for the City's benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: **Mark, Spencer, PE, Senior Principal**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **W-Trans** ("Director") from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed

by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: W-Trans

Mark, Spencer, PE
Senior Principal
414 13th Street, 5th Floor
Oakland, CA 94612

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

W-Trans

By: Mark, Spencer, PE

Title: Senior Principal

Date: Nov. 5, 2024

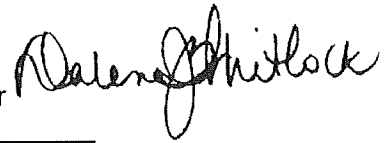


Federal Employer Tax ID No. 77-0390893

By: Dalene J. Whitlock

Title: Chief Financial Officer

Date: Nov. 5, 2024



Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

Atul Patel, PE, PTOE Project Manager

Mark Spencer, PE, Principal in Charge

Dalene, J. Whitlock, PE, PTOE, QA/QC

Zachary, Matley, Principal, Planning

Brian Canepa, Principal, Marketing and TDM

Barry Bergman, AICP, Grant Writing Lead
Kenny Jeong, PE, Senior Traffic Engineer
Kevin Carstens, PE, Traffic Engineer

Allison Moser, PE, Design Lead
Cameron Nye, PE, Complete Street Lead
Mark Brown, Associate Planner
William Andrews, EIT, Assistant Engineer
Nathan Sharafian, Assistant Engineer
Valerie Haines, EIT, Assistant Engineer
Joseph Faria, Poynter, EIT, Assistant Engineer
Alyssa Labrador, EIT, Assistant Engineer

EXHIBIT B

Compensation



Fee Schedule

2024-2027 Staff Billing Rates (per hour)

Position	2024 Billing Rates	Anticipated 2025 Billing Rates	Anticipated 2026 Billing Rates	Anticipated 2027 Billing Rates
Senior Principal	\$300 – \$365	\$315 – \$380	\$330 – \$400	\$345 – \$420
Principal	\$230 – \$300	\$240 – \$320	\$250 – \$330	\$260 – \$345
Senior Engineer/Planner	\$195 – \$230	\$200 – \$240	\$210 – \$250	\$220 – \$260
Engineer/Planner	\$175 – \$200	\$180 – \$210	\$190 – \$220	\$200 – \$230
Associate Engineer/Planner	\$155 – \$185	\$160 – \$195	\$165 – \$205	\$170 – \$220
Assistant Engineer/Planner	\$130 – \$155	\$135 – \$160	\$140 – \$170	\$145 – \$185
Technician/Administrative	\$125 – \$155	\$125 – \$175	\$130 – \$180	\$135 – \$195
Intern	\$30 – \$80	\$35 – \$85	\$40 – \$90	\$45 – \$95
Field Technician	\$30 – \$75	\$35 – \$80	\$40 – \$85	\$45 – \$95

2024 Expense Charges

Item	Charge
Mileage	\$0.74/mile*
Services and Expenses	10% surcharge

Please note these rate ranges are uncharacteristically large and have overlaps between categories to accommodate anticipated increases in salaries and therefore rates over a **four-year** period.

Rates will be reset each January 1 and be valid for work performed during that calendar year. Should work extend beyond the end of 2027, a new rate schedule would need to be submitted as any work performed after January 1, 2028, and any subsequent year would need to be billed at the rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (currently set at \$0.67/mile effective January 1, 2024) plus 10 percent.

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$ _____ .00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$ _____ .00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$ _____ .00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

**APPROVING AN ON-CALL LIST, FOR FIVE YEARS, OF QUALIFIED
CONSULTANTS FOR TRAFFIC ENGINEERING SERVICES.**

WHEREAS, the City has a variety of Capital Improvement Projects (CIP), Land Development projects, and Transportation and Traffic projects requiring specialized professional services; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, on August 26, 2024, staff, following established procedures in accordance with Tracy Municipal Code, Section 2.20.140, posted on the City's website a Request for Proposals (RFP) to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for various engineering projects; and

WHEREAS, the requested On-Call Traffic Engineering Services include, but are not limited to, Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving California Department of Transportation (Caltrans) Coordination along the Caltrans right-of-way on Interstate 580 (I-580) and Interstate 205 (I-205), identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Traveled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements; and

WHEREAS, on September 13, 2024, the City received seven (7) proposals to provide the required services, as shown in the table below:

Consultant	Service Provided
Advanced Mobility Group	Traffic Engineering Services
DKS Associates	Traffic Engineering Services
Fehr & Peer	Traffic Engineering Services
Interwest Consulting Group	Traffic Engineering Services
Kimley Horn & Associates	Traffic Engineering Services
TJKM	Traffic Engineering Services
W-Trans	Traffic Engineering Services

;and

WHEREAS, the City’s internal Selection Committee carefully evaluated all seven (7) proposals received based on the criteria described in the RFP and determined that all seven (7) possess the skills, experience, competence, professional qualifications, and certifications required to provide the services requested by the City and should remain on the On-Call List; and

WHEREAS, the City will utilize such services on an On-Call basis, and the City will execute Master Professional Services Agreements with each consultant and issue Task Orders for the scope of work needed, through future City Council action, as may be needed to comply with the Tracy Municipal Code; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves an On-Call Master Professional Services List for five years, for Traffic Engineering Services; and be it

FURTHER RESOLVED: That the City Council directs staff to return for future approvals of any specific agreement with any specific firm listed on the foregoing On-Call List, to the extent may be needed for either budgetary or contract authority under the Tracy Municipal Code; and be it

FURTHER RESOLVED: The approval requested in this item is “planning and feasibility services” and, therefore, is not considered a “project” as defined by Section 21065 of the Public Resources Code. Any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act before future discretionary actions are taken.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 3rd day of December 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING (1) THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT, WITH AN INITIAL TERM OF THREE YEARS AND A NOT-TO-EXCEED FISCAL YEAR AMOUNT OF \$250,000, WITH ADVANCED MOBILITY GROUP; AND (2) AN ADMINISTRATIVE EXTENSION, UP TO TWO YEARS, BASED ON SATISFACTORY PERFORMANCE, IF NEEDED.

WHEREAS, the City has a variety of Capital Improvement Projects (CIP), Land Development projects, and Transportation and Traffic projects requiring specialized professional Traffic Engineering Services; and

WHEREAS, the City requires the support of professional, technical, and related services from outside consultants to perform these tasks; and

WHEREAS, per Tracy Municipal Code, Section 2.20.140, a Request for Proposals for On-Call Traffic Engineering Services (Services) was posted on the City's website on August 26, 2024; and

WHEREAS, the Services include, but are not limited to, Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving California Department of Transportation (Caltrans) Coordination along the Caltrans right-of-way on Interstate I 580 (I-580) and Interstate 205 (I-205), identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements; and

WHEREAS, on September 13, 2024, the City received seven (7) proposals to provide the required Services, and after extensive review by the City's internal Selection Committee, the City selected all seven (7) qualified consultants to provide these Services; and

WHEREAS, the On-Call List of selected consultants creates efficiency and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise; and

WHEREAS, concurrently with this agenda item, by separate Resolution, staff is recommending that the City Council approve the On-Call List of qualified consultants to provide Traffic Engineering Services; and

WHEREAS, to provide supplemental Traffic Engineering services for CIPs and Land Development projects that are currently pending, staff recommends that the City Council award a Master Professional Services Agreement (MPSA) with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with Advanced Mobility Group which is on the On-Call List; and

WHEREAS, the City will issue Task Orders specifying the scope of work needed, and the consultant will invoice the City based on the scope of work for each Task Order; and

WHEREAS, the cost of the work performed by Advanced Mobility Group will be cost recoverable in part, through the developer's fee, Capital Improvement Project budgets, or Federal and State grant funds; and funding for MPSA will be through the department's annually adopted budget and the contract includes the ability to terminate if there is insufficient budget availability; and

WHEREAS, this agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community; and

WHEREAS, the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code; any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Master Professional Service Agreement substantially in the form set forth in Exhibit 1, for Traffic Engineering Services, with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with Advanced Mobility Group; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to extend, administratively, the Master Professional Services Agreement for up to two additional years, based on performance, if needed; and be it

FURTHER RESOLVED: That the City Council finds that the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code and that any projects for which such services are performed will be reviewed as required under CEQA before future discretionary actions are taken.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 3rd day of December 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS

Exhibit 1 - Master Professional Service Agreement with Advanced Mobility Group

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

Advanced Mobility Group for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **Advanced Mobility Group** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **Advanced Mobility Group**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto (“Services”) for the City’s benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: **Joy Bhattacharya, PE, PTOE, Vice President**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **Advanced Mobility Group** (“Director”) from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City’s budget, experience, and skills of consultants based on the City’s specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement (“Term”). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining

to” and “relating to”. The Consultant’s indemnification obligation applies to the maximum extent allowed by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City’s written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

5.5.2 For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: **Advanced Mobility Group**

Joy Bhattacharya, PE, PTOE
Vice President
3003 Oak Road, Suite 100
Walnut Creek, CA 94597

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant’s proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

Advanced Mobility Group

By: Joy Bhattacharya, PE, PTOE

Title: Vice President

Date: Joy Bhattacharya

Federal Employer Tax ID No. 82-3883515

By: Armin Shamskhov

Title: Chief Financial Officer

Date: Armin Shamskhov

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

Joy Bhattacharya, PE, PTOE , Project Manager
Christopher Thnay, TE, ACIP , Principal Engineer
Vasavi Pannala, PE , Senior Engineer
Chris Higbee, PE , Senior Engineer
Shabnam Yari, PE , Transportation Project Engineer

Stephen Au, PE , Senior Engineer
Kasra Behbahani , Senior Systems Engineer
Rafat Raie, PE, Principal Engineer, Caltrans and Stakeholder Coordination
Ryan Sabiniano , Design Technician
Matthew Boog , Traffic Signal Specialist
Andrea Flores, EIT, Assistant Engineer

EXHIBIT B

Compensation



AMG On-Call Billing Rate Table 2024

<i>Title</i>	<i>Hourly Billing Rate Range</i>
Associate Engineer	160.00 - 235.00
Data Analyst / Scientist	120.00 - 175.00
Engineering Technician	110.00 - 145.00
President	350.00 - 375.00
Principal	250.00 - 300.00
Project Administrator	110.00 - 190.00
Project Controls Specialist / Manager	160.00 - 275.00
Project Coordinator	100.00 - 160.00
Project Manager	175.00 - 265.00
Senior Consultant / Advisor	250.00 - 325.00
Senior Inspector	145.00 - 185.00
Senior Principal	275.00 - 340.00
Senior Project Analyst	150.00 - 195.00
Senior Project Engineer	185.00 - 275.00
Senior Systems Engineer	215.00 - 285.00
Smart Cities Specialist	135.00 - 165.00
Systems Engineer	120.00 - 215.00
Technology Manager	190.00 - 235.00
Traffic Engineer	195.00 - 235.00
Traffic Signal Specialist	115.00 - 150.00
Transit Planner	160.00 - 195.00
Transportation Engineering	100.00 - 140.00
Vice President	295.00 - 350.00

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$_____.00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$_____.00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$_____.00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING (1) THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT, WITH AN INITIAL TERM OF THREE YEARS AND A NOT-TO-EXCEED FISCAL YEAR AMOUNT OF \$250,000, WITH DKS ASSOCIATES; AND (2) AN ADMINISTRATIVE EXTENSION, UP TO TWO YEARS, BASED ON SATISFACTORY PERFORMANCE, IF NEEDED.

WHEREAS, the City has a variety of Capital Improvement Projects (CIP), Land Development projects, and Transportation and Traffic projects requiring specialized professional Traffic Engineering Services; and

WHEREAS, the City requires the support of professional, technical, and related services from outside consultants to perform these tasks; and

WHEREAS, per Tracy Municipal Code, Section 2.20.140, a Request for Proposals for On-Call Traffic Engineering Services (Services) was posted on the City's website on August 26, 2024; and

WHEREAS, the Services include, but are not limited to, Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving California Department of Transportation (Caltrans) Coordination along the Caltrans right-of-way on Interstate I 580 (I-580) and Interstate 205 (I-205), identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements; and

WHEREAS, on September 13, 2024, the City received seven (7) proposals to provide the required Services, and after extensive review by the City's internal Selection Committee, the City selected all seven (7) qualified consultants to provide these Services; and

WHEREAS, the On-Call List of selected consultants creates efficiency and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise; and

WHEREAS, concurrently with this agenda item, by separate Resolution, staff is recommending that the City Council approve the On-Call List of qualified consultants to provide Traffic Engineering Services; and

WHEREAS, to provide supplemental Traffic Engineering services for CIPs and Land Development projects that are currently pending, staff recommends that the City Council award a Master Professional Services Agreement (MPSA) with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with DKS Associates which is on the On-Call List; and

WHEREAS, the City will issue Task Orders specifying the scope of work needed, and the consultant will invoice the City based on the scope of work for each Task Order; and

WHEREAS, the cost of the work performed by DKS Associates will be cost recoverable in part, through the developer's fee, Capital Improvement Project budgets, or Federal and State grant funds; and funding for MPSA will be through the department's annually adopted budget and the contract includes the ability to terminate if there is insufficient budget availability; and

WHEREAS, this agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community; and

WHEREAS, the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code; any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Master Professional Service Agreement substantially in the form set forth in Exhibit 2, for Traffic Engineering Services, with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with DKS Associates; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to extend, administratively, the Master Professional Services Agreement for up to two additional years, based on performance, if needed; and be it

FURTHER RESOLVED: That the City Council finds that the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code and that any projects for which such services are performed will be reviewed as required under CEQA before future discretionary actions are taken.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 3rd day of December by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS

Exhibit 2 - Master Professional Service Agreement with DKS Associates

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

DKS Associates for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **DKS Associates** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **DKS Associates**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto (“Services”) for the City’s benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: **Chris, Maciejewski, Executive VP, COO**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **DKS Associates** (“Director”) from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City’s budget, experience, and skills of consultants based on the City’s specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement (“Term”). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed

by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: DKS Associates

Chris, Maciejewski
Executive VP, COO
428 J Street, Suite 340
Sacramento, CA 95814

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant’s proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

DKS Associates

By: Chris, Maciejewski *Chris Maciejewski*

Title: Executive VP, COO

Date: 11/06/2024

Federal Employer Tax ID No. 94-2583153

By: *Michael Thomas*

Title: Chief Financial Officer

Date: 11/06/2024

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

JIM DAMKOWITCH PROJECT MANAGER
H. ROSS AINSWORTH, PE, TE, SENIOR TECHNICAL ADVISOR
TERRY KLIM, TE, PRINCIPAL-IN-CHARGE / QC MANAGER
ALEX ZHU, PHD, PE, PTOE, ITS/SMART CITY LEAD
SEAN CARNEY, EIT, RSP1, PEER REVIEW LEAD

UDIT MOLAKATALLA, PE, PTOE, TRAFFIC IMPACTS & MITIGATIONS, OPERATIONS & ENGINEERING LEAD

KENDALL FLINT, COMMUNITY ENGAGEMENT LEAD & EQUITY PLANNING LEAD

DAVID TOKARSKI, TRAVEL FORECASTING, TRAFFIC COUNTS, AND MODELING LEAD

GURBIR ANTAAL, PENG, EV CHARGING INFRASTRUCTURE LEAD

DAVID MAHAMA, PE, CIVIL DESIGN & SITE RECON/PLAN ANALYSIS LEAD

ALICE CHEN, AICP, PRINCIPAL

BINCY KOSHY, TRANSPORTATION PLANNING ENGINEER

EXHIBIT B**Compensation****FEE SCHEDULE**

Rates will be escalated on an annual basis for the life of the contract.

Fee Schedule					
<i>Effective January 1, 2024 through December 31, 2024</i>					
ENGINEERS and PLANNERS				TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 5	75.00	Grade 38	240.00	Tech Level G	65.00
Grade 6	80.00	Grade 39	245.00	Tech Level H	70.00
Grade 7	85.00	Grade 40	250.00	Tech Level I	75.00
Grade 8	90.00	Grade 41	255.00	Tech Level J	80.00
Grade 9	95.00	Grade 42	260.00	Tech Level K	85.00
Grade 10	100.00	Grade 43	265.00	Tech Level L	90.00
Grade 11	105.00	Grade 44	270.00	Tech Level M	95.00
Grade 12	110.00	Grade 45	275.00	Tech Level N	100.00
Grade 13	115.00	Grade 46	280.00	Tech Level O	105.00
Grade 14	120.00	Grade 47	285.00	Tech Level P	110.00
Grade 15	125.00	Grade 48	290.00	Tech Level Q	115.00
Grade 16	130.00	Grade 49	295.00	Tech Level R	120.00
Grade 17	135.00	Grade 50	300.00	Tech Level S	125.00
Grade 18	140.00	Grade 51	305.00	Tech Level T	130.00
Grade 19	145.00	Grade 52	310.00	Tech Level U	135.00
Grade 20	150.00	Grade 53	315.00	Tech Level V	140.00
Grade 21	155.00	Grade 54	320.00	Tech Level W	145.00
Grade 22	160.00	Grade 55	325.00	Tech Level X	150.00
Grade 23	165.00	Grade 56	330.00	Tech Level Y	155.00
Grade 24	170.00	Grade 57	335.00	Tech Level Z	160.00
Grade 25	175.00	Grade 58	340.00	Tech Level AA	165.00
Grade 26	180.00	Grade 59	345.00	Tech Level AB	170.00
Grade 27	185.00	Grade 60	350.00	Tech Level AC	175.00
Grade 28	190.00	Grade 61	355.00	Tech Level AD	180.00
Grade 29	195.00	Grade 62	360.00	Tech Level AE	185.00
Grade 30	200.00	Grade 63	365.00	Tech Level AF	190.00
Grade 31	205.00	Grade 64	370.00	Tech Level AG	195.00
Grade 32	210.00	Grade 65	375.00	Tech Level AH	200.00
Grade 33	215.00	Grade 66	380.00	Tech Level AI	205.00
Grade 34	220.00	Grade 67	385.00	Tech Level AJ	210.00
Grade 35	225.00	Grade 68	390.00	Tech Level AN	230.00
Grade 36	230.00	Grade 69	395.00	Tech Level AO	235.00
Grade 37	235.00	Grade 70	400.00	Tech Level AP	240.00
- Project expenses will be billed at cost plus ten percent for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services. - All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.					



EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$_____.00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$_____.00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$_____.00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

SIGNATURE CERTIFICATE



REFERENCE NUMBER
EAB23004-A38B-4653-A28E-0D406E7BF334

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number EAB23004-A38B-4653-A28E-0D406E7BF334	Document Name DRAFT - Attachment F -Master Professional Services Agreement -DKS
Transaction Type Signature Request	Filename DRAFT_-_Attachment_F_-Master_Professional_Services_Agreement_-DKS.pdf
Sent At 11/06/2024 12:27 EST	Pages 15 pages
Executed At 11/06/2024 12:31 EST	Content Type application/pdf
Identity Method email	File Size 323 KB
Distribution Method email	Original Checksum 516bbb6fba9d1b76764076783dcd6b587476cb86b0ad9518abdd1bcf037078ec
Signed Checksum 118ad32c15ba71cfbc4021d6e7dbfa9fa31a17e8ccb2993c0417ff6aa073c087	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Chris Maciejewski	Status signed	Viewed At 11/06/2024 12:31 EST
Email csm@dksassociates.com	Multi-factor Digital Fingerprint Checksum 82476ed2694cb6d6188e0c310041d82e3096b344295844372282e4c5bda8f948	Identity Authenticated At 11/06/2024 12:31 EST
Components 2	IP Address 73.164.173.50	Signed At 11/06/2024 12:31 EST
	Device Chrome via Mac	
	Typed Signature 	
	Signature Reference ID D853B7AA	
Name Mike Thomas	Status signed	Viewed At 11/06/2024 12:27 EST
Email mike.thomas@dksassociates.com	Multi-factor Digital Fingerprint Checksum d721d8edb40f7c05aac3b80b866432359418f505de4bee70f917b2c675690fef	Identity Authenticated At 11/06/2024 12:28 EST
Components 2	IP Address 71.237.214.67	Signed At 11/06/2024 12:28 EST
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID 6F12A68E	

AUDITS

TIMESTAMP	AUDIT
11/06/2024 12:27 EST	Elizabeth Aguilar (elizabeth.aguilar@dksassociates.com) created document 'DRAFT - Attachment F - Master Professional Services Agreement -DKS.pdf' on Chrome via Windows from 216.75.245.6.
11/06/2024 12:27 EST	Chris Maciejewski (csm@dksassociates.com) was emailed a link to sign.
11/06/2024 12:27 EST	Mike Thomas (mike.thomas@dksassociates.com) was emailed a link to sign.
11/06/2024 12:27 EST	Mike Thomas (mike.thomas@dksassociates.com) viewed the document on Chrome via Windows from 71.237.214.67.
11/06/2024 12:28 EST	Mike Thomas (mike.thomas@dksassociates.com) authenticated via email on Chrome via Windows from 71.237.214.67.

TIMESTAMP	AUDIT
11/06/2024 12:28 EST	Mike Thomas (mike.thomas@dksassociates.com) signed the document on Chrome via Windows from 71.237.214.67.
11/06/2024 12:31 EST	Chris Maciejewski (csm@dksassociates.com) viewed the document on Chrome via Mac from 73.164.173.50.
11/06/2024 12:31 EST	Chris Maciejewski (csm@dksassociates.com) authenticated via email on Chrome via Mac from 73.164.173.50.
11/06/2024 12:31 EST	Chris Maciejewski (csm@dksassociates.com) signed the document on Chrome via Mac from 73.164.173.50.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING (1) THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT, WITH AN INITIAL TERM OF THREE YEARS AND A NOT-TO-EXCEED FISCAL YEAR AMOUNT OF \$250,000, WITH FEHR & PEERS; AND (2) AN ADMINISTRATIVE EXTENSION, UP TO TWO YEARS, BASED ON SATISFACTORY PERFORMANCE, IF NEEDED.

WHEREAS, the City has a variety of Capital Improvement Projects (CIP), Land Development projects, and Transportation and Traffic projects requiring specialized professional Traffic Engineering Services; and

WHEREAS, the City requires the support of professional, technical, and related services from outside consultants to perform these tasks; and

WHEREAS, per Tracy Municipal Code, Section 2.20.140, a Request for Proposals for On-Call Traffic Engineering Services (Services) was posted on the City's website on August 26, 2024; and

WHEREAS, the Services include, but are not limited to, Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving California Department of Transportation (Caltrans) Coordination along the Caltrans right-of-way on Interstate I 580 (I-580) and Interstate 205 (I-205), identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements; and

WHEREAS, on September 13, 2024, the City received seven (7) proposals to provide the required Services, and after extensive review by the City's internal Selection Committee, the City selected all seven (7) qualified consultants to provide these Services; and

WHEREAS, the On-Call List of selected consultants creates efficiency and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise; and

WHEREAS, concurrently with this agenda item, by separate Resolution, staff is recommending that the City Council approve the On-Call List of qualified consultants to provide Traffic Engineering Services; and

WHEREAS, to provide supplemental Traffic Engineering services for CIPs and Land Development projects that are currently pending, staff recommends that the City Council award a Master Professional Services Agreement (MPSA) with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with FEHR & PEERS which is on the On-Call List; and

WHEREAS, the City will issue Task Orders specifying the scope of work needed, and the consultant will invoice the City based on the scope of work for each Task Order; and

WHEREAS, the cost of the work performed by FEHR & PEERS will be cost recoverable in part, through the developer's fee, Capital Improvement Project budgets, or Federal and State grant funds; and funding for MPSA will be through the department's annually adopted budget and the contract includes the ability to terminate if there is insufficient budget availability; and

WHEREAS, this agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community; and

WHEREAS, the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code; any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Master Professional Service Agreement substantially in the form set forth in Exhibit 3, for Traffic Engineering Services, with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with FEHR & PEERS; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to extend, administratively, the Master Professional Services Agreement for up to two additional years, based on performance, if needed; and be it

FURTHER RESOLVED: That the City Council finds that the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code and that any projects for which such services are performed will be reviewed as required under CEQA before future discretionary actions are taken.

The foregoing Resolution 2024- _____ was adopted by the Tracy City Council on the 3rd day of December 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS

Exhibit 3 - Master Professional Service Agreement with FEHR & PEERS

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

FEHR & PEERS for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **FEHR & PEERS** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **FEHR & PEERS**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto (“Services”) for the City’s benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: **David Robinson, PE, Principal-in-charge**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **FEHR & PEERS** (“Director”) from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City’s budget, experience, and skills of consultants based on the City’s specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement (“Term”). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed

by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: FEHR & PEERS

David, Robinson, PE
Principal-in-charge
343 East Main Street, Suite 608
Stockton, CA 95202

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant’s proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

FEHR & PEERS

By: David Robinson

Title: Principal-in-charge

Date: Nov 6, 2024

Federal Employer Tax ID No. 68-0065540



By: Lysa Wollard

Title: Chief Financial Officer

Date: Nov 6, 2024



Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

Francisco Martin, PE (Project Manager)
Dave Robinson, PE (Principal-in-Charge)
Fred Choa, TE (Principal)
Kristin Calia, PE, TE (Principal)
Ian Barnes, PE (Principal)
Makenzie Watten, PTP (Senior Associate)
Dave Stanek, PE, PTOE, RSP1 (Senior Associate)

EXHIBIT B

Compensation



2024-2025
(July 2024 through June 2025)

Hourly Billing Rates

Classification	Hourly Rate
Principal	\$280.00 - \$400.00
Senior Associate	\$210.00 - \$325.00
Associate	\$185.00 - \$285.00
Senior Engineer/Planner	\$160.00 - \$235.00
Engineer/Planner	\$130.00 - \$190.00
Senior Engineering Technician	\$150.00 - \$240.00
Senior Project Accountant	\$125.00 - \$190.00
Senior Project Coordinator	\$125.00 - \$185.00
Project Coordinator	\$125.00 - \$175.00
Technician	\$145.00 - \$190.00
Intern	\$100.00 - \$130.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (67 cents per mile as of Jan 2024).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$ _____ .00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$ _____ .00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$ _____ .00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

Attachment B -Master Professional Services Agreement -FEHR & PEERS

Final Audit Report

2024-11-06

Created:	2024-11-06
By:	JoLynn Souto (j.souto@fehrandpeers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEUB2c2x9wlf8oyph6hbe62PFagzGinqK

"Attachment B -Master Professional Services Agreement -FEHR & PEERS" History

-  Document created by JoLynn Souto (j.souto@fehrandpeers.com)
2024-11-06 - 9:20:08 PM GMT- IP address: 76.14.176.198
-  Document emailed to Dave Robinson (d.robinson@fehrandpeers.com) for signature
2024-11-06 - 9:22:08 PM GMT
-  Email viewed by Dave Robinson (d.robinson@fehrandpeers.com)
2024-11-06 - 9:24:04 PM GMT- IP address: 104.47.55.254
-  Document e-signed by Dave Robinson (d.robinson@fehrandpeers.com)
Signature Date: 2024-11-06 - 9:25:53 PM GMT - Time Source: server- IP address: 68.65.68.25
-  Document emailed to Lysa Wollard (l.wollard@fehrandpeers.com) for signature
2024-11-06 - 9:25:54 PM GMT
-  Email viewed by Lysa Wollard (l.wollard@fehrandpeers.com)
2024-11-06 - 9:59:58 PM GMT- IP address: 104.47.55.254
-  Document e-signed by Lysa Wollard (l.wollard@fehrandpeers.com)
Signature Date: 2024-11-06 - 10:00:22 PM GMT - Time Source: server- IP address: 24.6.165.175
-  Agreement completed.
2024-11-06 - 10:00:22 PM GMT

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING (1) THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT, WITH AN INITIAL TERM OF THREE YEARS AND A NOT-TO-EXCEED FISCAL YEAR AMOUNT OF \$250,000, WITH INTERWEST CONSULTING GROUP; AND (2) AN ADMINISTRATIVE EXTENSION, UP TO TWO YEARS, BASED ON SATISFACTORY PERFORMANCE, IF NEEDED.

WHEREAS, the City has a variety of Capital Improvement Projects (CIP), Land Development projects, and Transportation and Traffic projects requiring specialized professional Traffic Engineering Services; and

WHEREAS, the City requires the support of professional, technical, and related services from outside consultants to perform these tasks; and

WHEREAS, per Tracy Municipal Code, Section 2.20.140, a Request for Proposals for On-Call Traffic Engineering Services (Services) was posted on the City's website on August 26, 2024; and

WHEREAS, the Services include, but are not limited to, Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving California Department of Transportation (Caltrans) Coordination along the Caltrans right-of-way on Interstate I 580 (I-580) and Interstate 205 (I-205), identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements; and

WHEREAS, on September 13, 2024, the City received seven (7) proposals to provide the required Services, and after extensive review by the City's internal Selection Committee, the City selected all seven (7) qualified consultants to provide these Services; and

WHEREAS, the On-Call List of selected consultants creates efficiency and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise; and

WHEREAS, concurrently with this agenda item, by separate Resolution, staff is recommending that the City Council approve the On-Call List of qualified consultants to provide Traffic Engineering Services; and

WHEREAS, to provide supplemental Traffic Engineering services for CIPs and Land Development projects that are currently pending, staff recommends that the City Council award a Master Professional Services Agreement (MPSA) with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with Interwest Consulting Group which is on the On-Call List; and

WHEREAS, the City will issue Task Orders specifying the scope of work needed, and the consultant will invoice the City based on the scope of work for each Task Order; and

WHEREAS, the cost of the work performed by Interwest Consulting Group will be cost recoverable in part, through the developer's fee, Capital Improvement Project budgets, or Federal and State grant funds; and funding for MPSA will be through the department's annually adopted budget and the contract includes the ability to terminate if there is insufficient budget availability; and

WHEREAS, this agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community; and

WHEREAS, the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code; any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Master Professional Service Agreement substantially in the form set forth in Exhibit 4, for Traffic Engineering Services, with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with Interwest Consulting Group; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to extend, administratively, the Master Professional Services Agreement for up to two additional years, based on performance, if needed; and be it

FURTHER RESOLVED: That the City Council finds that the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code and that any projects for which such services are performed will be reviewed as required under CEQA before future discretionary actions are taken.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 3rd day of December 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS

Exhibit 4 - Master Professional Service Agreement with Interwest Consulting Group

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

Interwest Consulting Group for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **Interwest Consulting Group** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **Interwest Consulting Group**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto ("Services") for the City's benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: **Paul, Meschino, President**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **Interwest Consulting Group** ("Director") from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining

to” and “relating to”. The Consultant’s indemnification obligation applies to the maximum extent allowed by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City’s written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

5.5.2 For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: Interwest Consulting Group

Paul, Meschino
President
1 Jenner, Suite 160
Irvine, CA 92618

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

Interwest Consulting Group

By: Paul, Meschino

Title: President



Date: 11.7.2024

Federal Employer Tax ID No. 73-1630909



By: Dave Bell

Title: Chief Financial Officer

Date: 11/7/2024

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

William "Bill" Evans, Professional-in-Charge
Herby Lissade, PE, Project Manager
Jose "Alex" Camacho, EIT, Transportation Engineer
Gary Hansen PE, TE, Traffic/Civil Engineer
Christopher Heylin, PE, Transportation Engineer

Ferdinand de la Cruz, PE, Electrical Engineer

Chris Binkley, EIT, Transportation Engineer

Areli Vazquez-Muñoz, EIT, Transportation Engineer

EXHIBIT B**Compensation**

City of Tracy | On-Call Traffic Engineering Services

Hourly Rate Schedule

Effective July 1, 2024

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Engineering Services

Principal in Charge	\$255
Principal Engineer	\$230
City Surveyor	\$220
City Engineer	\$225
Project Manager	\$210
Senior Traffic Engineer	\$200
Traffic Engineer III	\$190
Traffic Engineer II	\$180
Traffic Engineer I	\$170
Traffic Engineering Associate II	\$160
Traffic Engineering Associate I	\$150
Transportation Engineer	\$210
Supervising Engineer	\$205
Senior Engineer	\$200
Licensed Land Surveyor	\$190
Engineering Associate III	\$160
Engineering Associate II	\$150
Engineering Associate I	\$140
Survey Technician	\$130
Senior Engineering Technician	\$130
Engineering Technician III	\$130
Engineering Technician II	\$115
Engineering Technician I	\$105
Student Trainee	\$ 50
Grading Plans Examiner	\$165

Planning Services

Project Manager	\$190
Planning Manager	\$200
Principal Planner	\$180
Senior Planner	\$165
Associate Planner	\$135
Assistant Planner	\$110
Planning Technician	\$90

Administrative

Grant Manager	\$165
Grant Writer	\$155
Management Analyst II	\$125
Management Analyst I	\$115
Senior Administrative	\$115
Administrative III	\$100
Administrative II	\$90
Administrative I	\$75

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$ _____ .00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$ _____ .00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$ _____ .00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING (1) THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT, WITH AN INITIAL TERM OF THREE YEARS AND A NOT-TO-EXCEED FISCAL YEAR AMOUNT OF \$250,000, WITH TJKM; AND (2) AN ADMINISTRATIVE EXTENSION, UP TO TWO YEARS, BASED ON SATISFACTORY PERFORMANCE, IF NEEDED.

WHEREAS, the City has a variety of Capital Improvement Projects (CIP), Land Development projects, and Transportation and Traffic projects requiring specialized professional Traffic Engineering Services; and

WHEREAS, the City requires the support of professional, technical, and related services from outside consultants to perform these tasks; and

WHEREAS, per Tracy Municipal Code, Section 2.20.140, a Request for Proposals for On-Call Traffic Engineering Services (Services) was posted on the City's website on August 26, 2024; and

WHEREAS, the Services include, but are not limited to, Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving California Department of Transportation (Caltrans) Coordination along the Caltrans right-of-way on Interstate I 580 (I-580) and Interstate 205 (I-205), identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements; and

WHEREAS, on September 13, 2024, the City received seven (7) proposals to provide the required Services, and after extensive review by the City's internal Selection Committee, the City selected all seven (7) qualified consultants to provide these Services; and

WHEREAS, the On-Call List of selected consultants creates efficiency and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise; and

WHEREAS, concurrently with this agenda item, by separate Resolution, staff is recommending that the City Council approve the On-Call List of qualified consultants to provide Traffic Engineering Services; and

WHEREAS, to provide supplemental Traffic Engineering services for CIPs and Land Development projects that are currently pending, staff recommends that the City Council award a Master Professional Services Agreement (MPSA) with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with TJKM which is on the On-Call List; and

WHEREAS, the City will issue Task Orders specifying the scope of work needed, and the consultant will invoice the City based on the scope of work for each Task Order; and

WHEREAS, the cost of the work performed by TJKM will be cost recoverable in part, through the developer's fee, Capital Improvement Project budgets, or Federal and State grant funds; and funding for MPSA will be through the department's annually adopted budget and the contract includes the ability to terminate if there is insufficient budget availability; and

WHEREAS, this agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community; and

WHEREAS, the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code; any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Master Professional Service Agreement substantially in the form set forth in Exhibit 5, for Traffic Engineering Services, with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with TJKM; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to extend, administratively, the Master Professional Services Agreement for up to two additional years, based on performance, if needed; and be it

FURTHER RESOLVED: That the City Council finds that the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code and that any projects for which such services are performed will be reviewed as required under CEQA before future discretionary actions are taken.

* * * * *

The foregoing Resolution 2024- _____ was adopted by the Tracy City Council on the 3rd day of December 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS

Exhibit 5 - Master Professional Service Agreement with TJKM

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

TJKM for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **TJKM** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **TJKM**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto (“Services”) for the City’s benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: **Nayan Amin, TE, President**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **TJKM** (“Director”) from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City’s budget, experience, and skills of consultants based on the City’s specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement (“Term”). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed

by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: TJKM

Nayan Amin, TE
President
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant’s proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

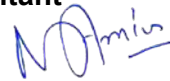
Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

**Consultant
TJKM**



By: Nayan Amin, TE

Title: President

Date: 11/05/2024

Federal Employer Tax ID No. 94-2239515



By: Ruta Jariwala

Title: Secretary

Date: 11/05/2024

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

Nayan Amin, TE, Principal-In-Charge

Erik Bjorklund, Senior Project Manager

Ruta Jariwala, PE, TE ,QA/QC Manager & Engineer of Record

Vamsee Modugula ,Traffic Modeling Task Lead

Mark Doty, Transportation Planning Task Lead & Public Outreach Task Lead

Rutvij Patel, EIT, Traffic Safety & Street Improvements
Praveena Samaleti, Traffic Impact Studies Task Lead
Sandeep Paparaju, Traffic Operations/Studies Task Lead
Aayush Kalantri, Data Collection Task Lead
Aldo Fritz, AICP, Support Staff
Pranav Happa, PE, Support Staff
Esmaeil Balal, Ph.D, PE, Support Staff
Andrew Dickinson, Support Staff
Manuel Montero, Support Staff
Talha Majeed, Support Staff
Utsav Domadia, PE, Support Staff
Himangi Mutha, Support Staff
Girish Basavaraj, Support Staff
Nithin Bonga, Support Staff
Garvit Goya, Support Staff

EXHIBIT B

Compensation

HOURLY RATE SCHEDULE

RATE SCHEDULE

Principal	\$265/hour
Director	245/hour
Senior Project Manager	210/hour
Project Manager	200/hour
Senior Transportation Engineer	185/hour
Transportation Engineer	145/hour
Assistant Transportation Engineer	135/hour
Senior Transportation Planner	185/hour
Transportation Planner	145/hour
Assistant Transportation Planner	135/hour
GIS Specialist	110/hour
Graphics Designer	110/hour
Designer	105/hour
Technical Staff II	95/hour
Administration Staff	90/hour
Production Staff	65/hour

REIMBURSABLE EXPENSES

Plotting (per sheet)	\$18.00
Travel Cost (per mile, subject to change, based on IRS standard mileage rates)...	0.67

All outside services are billed at cost plus a ten percent margin for handling.

Expert Witness charges available upon request.

Rates Effective January 1, 2024

Rates Subject to Change



EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$ _____ .00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$ _____ .00
Remaining Total Not to Exceed Amount upon completion of this Task:	\$ _____ .00

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING (1) THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT, WITH AN INITIAL TERM OF THREE YEARS AND A NOT-TO-EXCEED FISCAL YEAR AMOUNT OF \$250,000, WITH W-TRANS; AND (2) AN ADMINISTRATIVE EXTENSION, UP TO TWO YEARS, BASED ON SATISFACTORY PERFORMANCE, IF NEEDED.

WHEREAS, the City has a variety of Capital Improvement Projects (CIP), Land Development projects, and Transportation and Traffic projects requiring specialized professional Traffic Engineering Services; and

WHEREAS, the City requires the support of professional, technical, and related services from outside consultants to perform these tasks; and

WHEREAS, per Tracy Municipal Code, Section 2.20.140, a Request for Proposals for On-Call Traffic Engineering Services (Services) was posted on the City's website on August 26, 2024; and

WHEREAS, the Services include, but are not limited to, Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving California Department of Transportation (Caltrans) Coordination along the Caltrans right-of-way on Interstate I 580 (I-580) and Interstate 205 (I-205), identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements; and

WHEREAS, on September 13, 2024, the City received seven (7) proposals to provide the required Services, and after extensive review by the City's internal Selection Committee, the City selected all seven (7) qualified consultants to provide these Services; and

WHEREAS, the On-Call List of selected consultants creates efficiency and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise; and

WHEREAS, concurrently with this agenda item, by separate Resolution, staff is recommending that the City Council approve the On-Call List of qualified consultants to provide Traffic Engineering Services; and

WHEREAS, to provide supplemental Traffic Engineering services for CIPs and Land Development projects that are currently pending, staff recommends that the City Council award a Master Professional Services Agreement (MPSA) with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with W-TRANS which is on the On-Call List; and

WHEREAS, the City will issue Task Orders specifying the scope of work needed, and the consultant will invoice the City based on the scope of work for each Task Order; and

WHEREAS, the cost of the work performed by W-TRANS will be cost recoverable in part, through the developer's fee, Capital Improvement Project budgets, or Federal and State grant funds; and funding for MPSA will be through the department's annually adopted budget and the contract includes the ability to terminate if there is insufficient budget availability; and

WHEREAS, this agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community; and

WHEREAS, the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code; any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Master Professional Service Agreement substantially in the form set forth in Exhibit 6, for Traffic Engineering Services, with an initial term of three years and a not-to-exceed fiscal year amount of \$250,000 with W-TRANS; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to extend, administratively, the Master Professional Services Agreement for up to two additional years, based on performance, if needed; and be it

FURTHER RESOLVED: That the City Council finds that the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code and that any projects for which such services are performed will be reviewed as required under CEQA before future discretionary actions are taken.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 3rd day of December 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS

Exhibit 6 - Master Professional Service Agreement with W-TRANS

The foregoing Resolution 2024- _____ was adopted by the Tracy City Council on the 3rd day of December 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS

Exhibit 3 - Master Professional Service Agreement with TJKM

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH**

W-Trans for Traffic Engineering Services included but are not limited to Traffic Engineering Services including speed surveys, traffic and engineering studies appropriate to set speed limits, performing 24-hour traffic counts, intersection turning movement counts and truck distribution counts, evaluation of intersection Level of Service, evaluation of corner/hill/curve sight distance, evaluation of residential street traffic calming, performing of a citywide high accident location analysis and recommend mitigation measures, preparation of reports on study findings and present same to the City's Traffic Commission as requested, design of new traffic signal installation and modifications to existing traffic signal equipment, Traffic Signal Operations including monitoring of vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, preparation of traffic signal timing patterns for both stand-alone and interconnected traffic signals, Transportation Engineering including developing and reviewing project plans, specifications, and cost estimates for Traffic and Transportation Projects, performing design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205, identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743, performing Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **W-Trans** a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant for future Traffic Engineering Services for Capital Improvement Projects (CIP), Land Development, and Traffic Engineering Projects as further described herein and in Exhibit A.

On August 26, 2024, staff followed established procedures in accordance with Tracy Municipal Code, Section 2.20.140, and conducted an RFP to solicit experienced and qualified consultants to provide On-Call Traffic Engineering Services for Engineering projects. This on-call list of Consultants creates an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the list, as the project needs arise, the City may more readily move into contracting with one of the Consultants on the list and then return to the City Council for approval of a project-specific professional services agreement.

On September 13, 2024, the City received seven (7) proposals including **W-Trans**. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

- A.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

- B.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 (3), [and City Council Resolution No. _____].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A hereto ("Services") for the City's benefit on an as-needed basis pursuant to individual approved Task Orders for services within the in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: **Mark, Spencer, PE, Senior Principal**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of **W-Trans** ("Director") from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

1.2 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same Services or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall commence on December 03, 2024, and expire and terminate automatically on June 30, 2028 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of two (2) years (s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit B attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed \$250,000.00 (Two hundred and fifty thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

3.1.2 For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

3.2 Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed

by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions.

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination.

6.1 The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

6.2 This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

6.3 Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Koosun Kim, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant: W-Trans

Mark, Spencer, PE
Senior Principal
414 13th Street, 5th Floor
Oakland, CA 94612

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. Miscellaneous.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

W-Trans

By: Mark, Spencer, PE

Title: Senior Principal

Date: Nov. 5, 2024

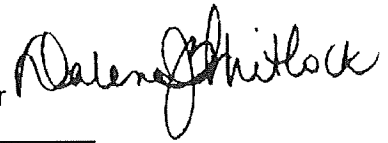


Federal Employer Tax ID No. 77-0390893

By: Dalene J. Whitlock

Title: Chief Financial Officer

Date: Nov. 5, 2024



Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)
- C Task Order Form

EXHIBIT A

Scope of Services

Consultant shall offer a complete range of Traffic Engineering Services to support the City's needs including professional Registered Traffic Engineers, Registered Professional Engineers, field crews, and office technicians. The Consultant shall ensure the tasks outlined herein are performed by the consultant's responsible representative or designated alternate. The requirements described in these sections are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives. Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in the performance of any services or tasks listed herein to achieve the most effective and efficient design and product.

Traffic Engineering Services include but are not necessarily limited to, those items noted below.

1. Traffic Engineering Services:

- a. Perform speed surveys by radar with a licensed radar gun and technician.
- b. Perform Traffic and Engineering Studies appropriate to set speed limits.
- c. Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d. Evaluate intersection Level of Service.
- e. Evaluate corner/hill/curve sight distance.
- f. Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g. Evaluate residential street traffic calming requests in accordance with City Policy.
- h. Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- i. Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- j. Assist with budget evaluation of proposed Capital Improvements.
- k. Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services:

- a. Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition, recommend maintenance to correct issues, and provide recommendations for bicycle detection, as needed.
- b. Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- c. Prepare traffic signal timing patterns for both stand-alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- d. Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies.
- e. Annually, and as needed as a result of changing traffic patterns, update timing charts, programs, and coordination of traffic signals for maximum efficiency for the benefit of

the traveling public.

- f. Respond to citizen requests, as forwarded by the City, to address a perceived traffic signal timing inefficiency.
- g. Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply, and communications systems.
- h. Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
- i. Advise the City on “Smart City” technologies.

3. Transportation Engineering Services, Capital Improvement Projects:

- a. Develop project plans, specifications, and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual, and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer’s Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along the Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.
- e. Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- f. Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.

4. Transportation Engineering Services, Land Development:

- a. Review of preliminary site plans and development applications, prepare technical reports that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.
- b. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards in the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- c. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- d. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.

- e. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- f. Specify specific traffic impacts and recommend mitigation measures. Also, determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- g. Determination of the number of lanes, geometric configuration, and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans, and the City's Traffic Model.
- h. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.
- i. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- j. Review for compliance with standards on sight distance, Highway geometrics, approved specific plan area technical analyses, site-specific technical analyses, State and City standards acceptable engineering practices, and the Project's development conditions of approval.
- k. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- l. Attend meetings with the City, and other stakeholders as needed.

Additional requirements are as follows:

All work shall be performed under the direction of a Registered Professional Engineer and or Registered Traffic Engineer in the State of California. The Registered Professional Engineer/Traffic Engineer shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Tracy.

Personnel:

Atul Patel, PE, PTOE Project Manager

Mark Spencer, PE, Principal in Charge

Dalene, J. Whitlock, PE, PTOE, QA/QC

Zachary, Matley, Principal, Planning

Brian Canepa, Principal, Marketing and TDM

Barry Bergman, AICP, Grant Writing Lead
Kenny Jeong, PE, Senior Traffic Engineer
Kevin Carstens, PE, Traffic Engineer

Allison Moser, PE, Design Lead
Cameron Nye, PE, Complete Street Lead
Mark Brown, Associate Planner
William Andrews, EIT, Assistant Engineer
Nathan Sharafian, Assistant Engineer
Valerie Haines, EIT, Assistant Engineer
Joseph Faria, Poynter, EIT, Assistant Engineer
Alyssa Labrador, EIT, Assistant Engineer

EXHIBIT B

Compensation



Fee Schedule

2024-2027 Staff Billing Rates (per hour)

Position	2024 Billing Rates	Anticipated 2025 Billing Rates	Anticipated 2026 Billing Rates	Anticipated 2027 Billing Rates
Senior Principal	\$300 – \$365	\$315 – \$380	\$330 – \$400	\$345 – \$420
Principal	\$230 – \$300	\$240 – \$320	\$250 – \$330	\$260 – \$345
Senior Engineer/Planner	\$195 – \$230	\$200 – \$240	\$210 – \$250	\$220 – \$260
Engineer/Planner	\$175 – \$200	\$180 – \$210	\$190 – \$220	\$200 – \$230
Associate Engineer/Planner	\$155 – \$185	\$160 – \$195	\$165 – \$205	\$170 – \$220
Assistant Engineer/Planner	\$130 – \$155	\$135 – \$160	\$140 – \$170	\$145 – \$185
Technician/Administrative	\$125 – \$155	\$125 – \$175	\$130 – \$180	\$135 – \$195
Intern	\$30 – \$80	\$35 – \$85	\$40 – \$90	\$45 – \$95
Field Technician	\$30 – \$75	\$35 – \$80	\$40 – \$85	\$45 – \$95

2024 Expense Charges

Item	Charge
Mileage	\$0.74/mile*
Services and Expenses	10% surcharge

Please note these rate ranges are uncharacteristically large and have overlaps between categories to accommodate anticipated increases in salaries and therefore rates over a **four-year** period.

Rates will be reset each January 1 and be valid for work performed during that calendar year. Should work extend beyond the end of 2027, a new rate schedule would need to be submitted as any work performed after January 1, 2028, and any subsequent year would need to be billed at the rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (currently set at \$0.67/mile effective January 1, 2024) plus 10 percent.

EXHIBIT C - Task Order Form

(See Attached)

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____ _____
Project Task Order Number:	[X of X] _____
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	\$ _____ .00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	\$ _____ .00 _____
Remaining Total Not to Exceed Amount upon completion of this Task:	\$ _____ .00 _____

APPROVED BY CITY REPRESENTATIVE

[Insert Name and Position]

Date

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt two separate Resolutions:

1) Authorizing execution of Amendment No.1 to the General Services Agreement to be effective retroactively from July 1, 2024 with Alpha Analytical Laboratories, Inc. for laboratory analysis and testing services for the Utilities Division Laboratory and for an annual not-to-exceed amount of \$100,000

2) Authorizing Amendment No.1 to the General Services Agreement to be effective retroactively from July 1, 2024 with Eurofins Eaton Analytical, LLC. laboratory analysis and testing services for the Utilities Division Laboratory and for an annual not-to-exceed amount of \$75,000.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution by the City Council authorizing execution of Amendment No.1 to the General Services Agreement (GSA) with Alpha Analytical Laboratories, Inc. in an annual not-to-exceed (NTE) amount of \$100,000 to conduct laboratory testing services. The initial GSA was approved pursuant to Resolution No. 2024-039 adopted by the City Council on March 19, 2024 and indicates a total not-to-exceed (NTE) amount of \$60,180, however, staff has identified that this amount is inadequate due to recent unexpected changes in state and federal regulatory requirements. To ensure that the operations of the Wastewater Treatment Plant (WWTP) remain in compliance, staff is requesting the City Council to authorize the execution of this amendment and make it effective retroactively from July 1, 2024.

Staff is also seeking adoption of a separate Resolution by the City Council Amendment No.1 to the General Services Agreement (GSA) with Eurofins Eaton Analytical, LLC for an annual not-to-exceed (NTE) amount of \$75,000 to conduct laboratory testing services. The initial GSA was approved pursuant to Resolution No. 2024-040 adopted by the City Council on March 19, 2024 and indicated a total not-to-exceed (NTE) amount of \$23,451. However, staff has identified that this amount is inadequate due to recent unexpected changes in state and federal regulatory requirements. To ensure that the operations of the Water Treatment Plant (WTP) remain in compliance, staff is requesting the execution of this amendment and make it effective from July 1, 2024.

The funding for these GSAs is encompassed within the annual operation and maintenance budgets of Fund 511 (Water) and Fund 521 (Wastewater).

BACKGROUND AND LEGISLATIVE HISTORY

The required water and wastewater tests and analyses must be performed by a California Environmental Laboratory Accreditation Program (CA ELAP) certified laboratory and the results are shared with the State at set intervals. Both Alpha Analytical Laboratories, Inc. and Eurofins Eaton Analytical, LLC meet this CA ELAP criterion. The City's laboratory is CA ELAP certified, however, due to the cost to purchase and maintain specialized

equipment to perform these tests, the staff to analyze and run the samples, and the required timing to conduct the testing and analysis, the City must contract out for some of its testing and analysis to be in compliance with its regulatory permitting. The services delivered to the City by these agreements provide the necessary federal, state, and local compliance requirements.

On May 30, 2023, in accordance with Tracy Municipal Code 2.20.180, the City issued a Notice Inviting Bid (NIB) for Laboratory Analysis and Testing Services. A total of five (5) bid proposals were received by the Utilities Division before July 20, 2023. Alpha Analytical Laboratories, Inc. and Eurofins Eaton Analytical, LLC were amongst the most qualified Contractors and selected as the winning Bidders along with Pacific EcoRisk, Inc. Negotiations between the City and these Contractors occurred and the parties reached consensus on performance from March 19, 2024, to June 30, 2025, with an option to extend for another five (5) years.

ANALYSIS

On March 19, 2024, the City Council approved Resolutions 2024-039 and 2024-040 for Alpha Analytical Laboratories, Inc., and Eurofins Eaton Analytical, LLC., respectively. Following this approval, the City of Tracy staff have commenced utilizing these contracts to provide the necessary services to meet Federal, State and Local water quality compliance. Substantial regulatory modifications occurred after the authorization of the GSAs which were not anticipated in determining the NTE amount of these contracts. In order to remain in compliance with the Federal, State, and Local mandates, staff requests that the City Council authorize the amended service contracts to increase the NTE annual amounts as follows:

Contractor	Current NTE	New NTE
Alpha Analytical Laboratories, Inc.	\$60,180	\$100,000
Eurofins Eaton Laboratories, LLC	\$23,451	\$75,000

The absence of laboratory testing services may result in noncompliance with the requirements set forth by the State Water Resources Control Board Division of Drinking Water, the Federal Safe Drinking Water Act (SDWA), and the Environmental Protection Agency (EPA) regarding the monitoring of various substances in drinking water. Such noncompliance could lead to significant financial penalties and could severely compromise the reputation of the City of Tracy – Utilities Division, subsequently undermining the trust of residents, visitors, and staff.

FISCAL IMPACT

The cost of the services provided by Alpha Analytical Laboratories, Inc. is fully funded through the Wastewater (Fund 521) annual operations and maintenance budget. The cost of services provided by Eurofins Eaton Laboratories, LLC is fully funded through the Water (Fund 511) annual operations and maintenance budget.

This table identifies the amount previously expended to each of the vendors over a five (5) fiscal year period (2019 to 2024) for their professional services to comply with NPDES/WDR permitting and Public Water Systems regulations.

	Alpha Analytical Laboratories, Inc.	Eurofins Eaton Laboratories, LLC
FY18/19	\$ 28,650.00	\$ 57,090.00
FY19/20	\$ 58,439.00	\$ 73,185.00
FY20/21	\$ 23,566.00	\$ 56,944.00
FY21/22	\$ 90,929.75	\$ 59,068.00
FY22/23	\$ 71,773.00	\$ 30,974.00
FY23/24	\$ 29,092.50	\$ 28,535.00
	\$ 302,450.25	\$ 305,796.00

PUBLIC OUTREACH/ INTEREST

No public outreach activity was conducted for this agenda item since the purpose of proposed study is to obtain information.

CEQA DETERMINATION

This item is subject to the categorical exemption under CEQA Guidelines § 15301 for an action that “consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.” Here, there is no or negligible expansion of an existing use previously reviewed and approved under CEQA.

STRATEGIC PLAN

This agenda item is consistent with the City’s Quality of Life Strategy and meets the goals of ensuring water quality that meets state and federal requirements to ensure public health and safety.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt two separate Resolutions:

- 1) Authorizing execution of Amendment No.1 to the General Services Agreement to be effective retroactively from July 1, 2024 with Alpha Analytical Laboratories, Inc. for laboratory analysis and testing services for the Utilities Division Laboratory and for an annual not-to-exceed amount of \$100,000.
- 2) Authorizing Amendment No.1 to the General Services Agreement to be effective retroactively from July 1, 2024, with Eurofins Eaton Analytical, LLC. laboratory analysis and testing services for the Utilities Division Laboratory and for an annual not-to-exceed amount of \$75,000.

Prepared by: Gabriel Duong, Utilities Laboratory Supervisor

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Kamalpreet Gill, Deputy City Attorney

Approved by: Karin Schnaider, Acting City Manager

Attachments:

- A- Amendment No. 1 to GSA - Alpha Analytical Laboratories, Inc. signed
- B- Amendment No. 1 to GSA – Eurofins Eaton Analytical, LLC signed

Amendment No. 1
General Services Agreement – Alpha Analytical Laboratories, Inc.

This Amendment No. 1 (**Amendment**) to the General Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Alpha Analytical Laboratories, Inc., a California corporation (**Contractor**) dated May 10, 2024 (**Agreement**). City and Contractor are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The City and Contractor entered into a General Service Agreement for Laboratory Testing Services, which was executed pursuant to the authority granted in Resolution No. 2024-039, approved by the Tracy City Council on March 19, 2024.
- B. The term of the original Agreement expires on June 30, 2025, and included an administrative option for the City Manager to extend up to an additional five years, in any combination in length, with a not-to-exceed (NTE) annual budget of \$60,180.
- C. The Parties seek to amend the Agreement as set forth in this Amendment.
- D. Due to the increase in regulatory compliance, which resulted in increased laboratory testing and analysis needs, staff seek approval to rescind Resolution No. 2024-039 and amend the NTE annual budget to \$100,000.
- E. Parties hereby intend and agree that this Amendment shall be effective retroactively as of July 1, 2024, and at all times thereafter, with the same force and effect as if this Amendment had been executed on that date.
- F. This Amendment is approved pursuant to Resolution 2024 - _____ adopted by the Tracy City Council on December 3, 2024.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Terms of Amendment

A. Section 3, Compensation

Subsection 3.1 of Section 3 is hereby amended to read as follows: "Contractor's total compensation under this Agreement shall not exceed \$60,180 by June 30, 2024. Effective July 1, 2024, Contractor's total compensation under this Agreement shall not exceed \$100,000 annually. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. It is understood and agreed that Contractor may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the Scope of Services approved by the City. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the

City of Tracy – Amendment No. _ to Agreement with [Consultant]

Services. This Agreement shall terminate in the event that such funds are not appropriated.”

2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.
3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.
4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, this Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

The Parties agree to the full performance of the terms set forth here.

City of Tracy, a Municipal corporation

Alpha Analytical Laboratories, Inc., a California Corporation

By: _____
Nancy D. Young

Signed by:
By: Robbie Phillips
Robbie C. Phillips

Title: Mayor

Title: Chief Executive Officer

Date: _____
Consultant

Date: 11/14/2024 | 3:00 PM PST

Attest:

Federal Tax Employer ID No.

By: _____
Adrianne Richardson, City Clerk

DocuSigned by:
By: David Pingatore
David Pingatore

Approved as to form.

Title: Secretary

By: _____
Bijal M. Patel, City Attorney

Date: 11/14/2024 | 3:02 PM PST

Amendment No. 1
General Services Agreement - Eurofins Eaton Analytical, LLC

This Amendment No. 1 (**Amendment**) to the General Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Eurofins Eaton Analytical, LLC, a Delaware Limited Liability Corporation (**Contractor**) dated April 18, 2024 (**Agreement**) is entered into as of the date of last signature below. City and Contractor are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The City and Contractor entered into a General Services Agreement for Laboratory Testing Services, which was executed pursuant to the authority granted in Resolution No. 2024-040, approved by the Tracy City Council on March 19, 2024.
- B. The term of the original Agreement expires on June 30, 2025, and included an administrative option for the City Manager to extend up to an additional five years, in any combination in length, with a not-to-exceed (NTE) annual budget of \$23,451.
- C. The Parties seek to amend the Agreement as set forth in this Amendment.
- D. Due to the increase in regulatory compliance, which resulted in increased laboratory testing and analysis needs, staff seek approval to rescind Resolution No. 2024-040 and amend the NTE annual budget to \$75,000.
- E. Parties hereby intend and agree that this Amendment shall be effective retroactively as of July 1, 2024, and at all times thereafter, with the same force and effect as if this Amendment had been executed on that date.
- F. This Amendment is approved in pursuant to Resolution 2024 - _____ adopted by the Tracy City Council on December 3, 2024.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Term of Amendment

A. Section 3, Compensation

Subsection 3.1 of Section 3 is hereby amended to read as follows: "Contractor's total compensation under this Agreement shall not exceed \$23,451 by June 30, 2024. Effective July 1, 2024, Contractor's total compensation under this Amendment shall not exceed \$75,000 annually. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. It is understood and agreed that Contractor may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the Scope of Services approved by the City. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the

Services. This Agreement shall terminate in the event that such funds are not appropriated.

- 2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.
- 3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.
- 4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, this Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
- 5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

The Parties agree to the full performance of the terms set forth here.

City of Tracy, a Municipal corporation

Eurofins Eaton Analytical, LLC., a Delaware Limited Liability Corporation

By: _____
Nancy D. Young

Signed by:
By: Camila Gadotti
Camila Gadotti

Title: Mayor

Title: Managing Member

Date: _____
Consultant

Date: 11/22/2024 | 12:01 PM PST

Attest:

Federal Tax Employer ID No. 46-0565341

By: _____
Adrianne Richardson, City Clerk

Approved as to form.

By: _____
Bijal M. Patel, City Attorney

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) AUTHORIZING EXECUTION OF AMENDMENT NO.1 TO THE GENERAL SERVICES AGREEMENT WITH ALPHA ANALYTICAL LABORATORIES, INC. TO BE EFFECTIVE RETROACTIVELY FROM JULY 1, 2024 TO CONDUCT LABORATORY ANALYSIS AND TESTING SERVICES FOR THE UTILITIES DIVISION LABORATORY FOR AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$100,000.

WHEREAS, the City of Tracy (City) must conduct testing and analysis of its wastewater treatment processes to comply with Federal and State standards and permitting for water quality; and

WHEREAS, the City is not sufficiently equipped with staff and resources required to conduct the mandatory testing without assistance from independent contractors; and

WHEREAS, on March 19, 2024, the City Council approved Resolution 2024-039 for General Services Agreement (GSA) with Alpha Analytical Laboratories, Inc. (Alpha) and City started utilizing these contracts to provide the necessary services to meet Federal, State and Local water quality compliance; and

WHEREAS, substantial regulatory modifications occurred after the authorization of the GSA which were not anticipated in determining the not-to-exceed (NTE) amount of this contract; and

WHEREAS, staff negotiated with Alpha to reach an agreement for the additional services needed and drafted an Amendment No.1 to increase the total NTE to \$100,000 annually for this Agreement; and

WHEREAS, this adjustment is to ensure sufficient funding for the City to maintain compliance with all applicable requirements; and

WHEREAS, the cost of the services provided by Alpha Analytical Laboratories, Inc. is fully funded through the Wastewater (Fund 521) annual operations and maintenance budget; and

WHEREAS, the item qualifies for exemption under the CEQA Guidelines § 15301, specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical

equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency's determination; now, therefore be it

RESOLVED: That the City Council hereby approves the execution of Amendment No. 1 to the General Services Agreement attached as Exhibit A effective retroactively July 1, 2024 with Alpha Analytical Laboratories, Inc., and for the total NTE amount of \$100,000 annually; and be it

FURTHER RESOLVED: That the City Council hereby finds that the item qualifies for exemption under the CEQA Guidelines § 15301, specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency's determination.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on December 3, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit A: Amendment 1 to General Services Agreement with Alpha Analytical Laboratories, Inc.

Amendment No. 1
General Services Agreement – Alpha Analytical Laboratories, Inc.

This Amendment No. 1 (**Amendment**) to the General Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Alpha Analytical Laboratories, Inc., a California corporation (**Contractor**) dated May 10, 2024 (**Agreement**). City and Contractor are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The City and Contractor entered into a General Service Agreement for Laboratory Testing Services, which was executed pursuant to the authority granted in Resolution No. 2024-039, approved by the Tracy City Council on March 19, 2024.
- B. The term of the original Agreement expires on June 30, 2025, and included an administrative option for the City Manager to extend up to an additional five years, in any combination in length, with a not-to-exceed (NTE) annual budget of \$60,180.
- C. The Parties seek to amend the Agreement as set forth in this Amendment.
- D. Due to the increase in regulatory compliance, which resulted in increased laboratory testing and analysis needs, staff seek approval to rescind Resolution No. 2024-039 and amend the NTE annual budget to \$100,000.
- E. Parties hereby intend and agree that this Amendment shall be effective retroactively as of July 1, 2024, and at all times thereafter, with the same force and effect as if this Amendment had been executed on that date.
- F. This Amendment is approved pursuant to Resolution 2024 - _____ adopted by the Tracy City Council on December 3, 2024.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Terms of Amendment

A. Section 3, Compensation

Subsection 3.1 of Section 3 is hereby amended to read as follows: "Contractor's total compensation under this Agreement shall not exceed \$60,180 by June 30, 2024. Effective July 1, 2024, Contractor's total compensation under this Agreement shall not exceed \$100,000 annually. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. It is understood and agreed that Contractor may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the Scope of Services approved by the City. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the

City of Tracy – Amendment No. _ to Agreement with [Consultant]

Services. This Agreement shall terminate in the event that such funds are not appropriated.”

2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.
3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.
4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, this Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

The Parties agree to the full performance of the terms set forth here.

City of Tracy, a Municipal corporation

Alpha Analytical Laboratories, Inc., a California Corporation

By: _____
Nancy D. Young

Signed by:
By: Robbie Phillips
Robbie C. Phillips

Title: Mayor

Title: Chief Executive Officer

Date: _____
Consultant

Date: 11/14/2024 | 3:00 PM PST

Attest:

Federal Tax Employer ID No.

By: _____
Adrianne Richardson, City Clerk

DocuSigned by:
By: David Pingatore
David Pingatore

Approved as to form.

Title: Secretary

By: _____
Bijal M. Patel, City Attorney

Date: 11/14/2024 | 3:02 PM PST

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) AUTHORIZING EXECUTION OF AMENDMENT NO.1 TO THE GENERAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC. TO BE EFFECTIVE RETROACTIVELY FROM JULY 1, 2024 TO CONDUCT LABORATORY ANALYSIS AND TESTING SERVICES FOR THE UTILITIES DIVISION LABORATORY FOR AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$75,000

WHEREAS, the City of Tracy (City) must conduct testing and analysis of its public water system to comply with Federal and State standards and permitting for water quality; and

WHEREAS, the City is not sufficiently equipped with staff and resources required to conduct the mandatory testing without assistance from independent contractors; and

WHEREAS, on March 19, 2024, the City Council approved Resolution 2024-040 for a General Services Agreement (GSA) with Eurofins Eaton Analytical, LLC (Eurofins) and the City has started utilizing these contracts to provide the necessary services to meet Federal, State and Local water quality compliance; and

WHEREAS, substantial regulatory modifications occurred after the authorization of the GSA which were not anticipated in determining the not-to-exceed (NTE) amount of this contract; and

WHEREAS, staff negotiated with Eurofins to reach an agreement for the additional services needed and drafted an Amendment No.1 to increase the total NTE to \$75,000 annually for this Agreement; and

WHEREAS, this adjustment is to ensure sufficient funding for the City to maintain compliance with all applicable requirements; and

WHEREAS, the cost of the services provided by Eurofins Eaton Analytical, LLC is fully funded through the Water (Fund 511) annual operations and maintenance budget; and

WHEREAS, the item qualifies for exemption under the CEQA Guidelines § 15301, specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency's determination; now, therefore be it

RESOLVED: That the City Council hereby approves the execution of Amendment No. 1 to the General Services Agreement attached as Exhibit B to be effective retroactively from July 1 2024 with Eurofins Eaton Analytical, LLC and for a total NTE amount of \$75,000 annually; and be it

FURTHER RESOLVED: That the City Council hereby finds that this item is exempt from review under CEQA Guidelines § 15301 specifically for actions that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Such actions entail negligible or no expansion of use beyond what was present at the time of the lead agency's determination.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on December 3, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit B - Amendment 1 to General Services Agreement with Eurofins Eaton Analytical, LLC.

Amendment No. 1
General Services Agreement - Eurofins Eaton Analytical, LLC

This Amendment No. 1 (**Amendment**) to the General Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Eurofins Eaton Analytical, LLC, a Delaware Limited Liability Corporation (**Contractor**) dated April 18, 2024 (**Agreement**) is entered into as of the date of last signature below. City and Contractor are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The City and Contractor entered into a General Services Agreement for Laboratory Testing Services, which was executed pursuant to the authority granted in Resolution No. 2024-040, approved by the Tracy City Council on March 19, 2024.
- B. The term of the original Agreement expires on June 30, 2025, and included an administrative option for the City Manager to extend up to an additional five years, in any combination in length, with a not-to-exceed (NTE) annual budget of \$23,451.
- C. The Parties seek to amend the Agreement as set forth in this Amendment.
- D. Due to the increase in regulatory compliance, which resulted in increased laboratory testing and analysis needs, staff seek approval to rescind Resolution No. 2024-040 and amend the NTE annual budget to \$75,000.
- E. Parties hereby intend and agree that this Amendment shall be effective retroactively as of July 1, 2024, and at all times thereafter, with the same force and effect as if this Amendment had been executed on that date.
- F. This Amendment is approved in pursuant to Resolution 2024 - _____ adopted by the Tracy City Council on December 3, 2024.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Term of Amendment

A. Section 3, Compensation

Subsection 3.1 of Section 3 is hereby amended to read as follows: "Contractor's total compensation under this Agreement shall not exceed \$23,451 by June 30, 2024. Effective July 1, 2024, Contractor's total compensation under this Amendment shall not exceed \$75,000 annually. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. It is understood and agreed that Contractor may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the Scope of Services approved by the City. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the

Services. This Agreement shall terminate in the event that such funds are not appropriated.

2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.
3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.
4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, this Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

The Parties agree to the full performance of the terms set forth here.

City of Tracy, a Municipal corporation

Eurofins Eaton Analytical, LLC., a Delaware
Limited Liability Corporation

By: _____
Nancy D. Young

Signed by:
By: Camila Gadotti
Camila Gadotti

Title: Mayor

Title: Managing Member

Date: _____
Consultant

Date: 11/22/2024 | 12:01 PM PST

Attest:

Federal Tax Employer ID No. 46-0565341

By: _____
Adrianne Richardson, City Clerk

Approved as to form.

By: _____
Bijal M. Patel, City Attorney

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the amended Compensation & Benefit Plans for both Department Heads and the Confidential Employees Unit, reflecting the establishment and transition to a Retiree Health Savings Account for eligible employees and other classification changes.

EXECUTIVE SUMMARY

The Compensation and Benefit Plan for the Department Heads and Confidential Employees Unit includes a retiree health program that provides for the conversion of accrued sick leave into a medical insurance bank at retirement. This program has been in place for over fifteen years and is currently unfunded, creating a significant financial liability for the City and posing a serious concern for the City's financial health. In order to address the growing liability, the City Manager met with Department Heads and the Confidential Employee Unit employees to discuss transitioning to a more sustainable retiree health benefit program that reduces the City's unfunded liability. The amendments to the Compensation and Benefit Plans reflects the establishment and transition to a Retiree Health Savings Account for eligible employees in these units in addition to recent classification changes since the plan's approval in June 2023.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy, like many local governments, has historically offered retiree health benefits as part of its employee compensation package. These benefits were traditionally structured as group health insurance plans, under which retirees could continue coverage for themselves and their dependents after they left City employment, often for a period of several years or until they became eligible for Medicare.

However, as is common across many public sector organizations, the City has faced increasing financial challenges related to funding these costly retiree health benefits. In particular, the City's liability for retiree health benefits has grown substantially over time, leading to concerns about the long-term sustainability of these programs. As of recent years, the City's unfunded liability for retiree health benefits has become a significant financial burden. The lack of a formal funding mechanism for these post-retirement health benefits (often referred to as "other post-employment benefits" or OPEB) has led to growing concern among City leadership about the fiscal impact and future budget constraints.

The decision to move to a retiree health savings account (RHSA) model, converting sick leave balances to individual savings accounts, is part of an ongoing effort to address these challenges and bring long-term sustainability to the City's retiree health benefit program.

The discussion surrounding changes to the City's retiree health benefits began in earnest in 2021 with the Council Ad-Hoc Fiscal Sustainability Committee, when the City Council recognized the growing unfunded liability related to retiree healthcare costs and directed City staff to explore alternatives. At that time, staff initiated a comprehensive review of the City's benefit programs, including consultations with financial advisors, legal counsel, and other public agencies that had implemented similar reforms.

With the FY 2022-23 budget, Council adopted a set of strategies aimed at maintaining the City's fiscal sustainability; one of the strategies included establishing one-time funding to reduce the

City's retiree medical liability. The FY 2022-23 budget included \$2 million to establish the program. An additional \$2.5 million was approved with the FY 2023-24 budget.

ANALYSIS

The City routinely conducts an actuarial study to calculate the amount of OPEB liability. The City's current OPEB liability is \$7.2 million. The liability is considered an implicit subsidy due to the retirees being on the City's medical plan with the active employees. The implicit subsidy assumes that part of the premiums paid for active employees covers a portion of the retiree claims. The OPEB liability has grown by \$1 million from the previous actuarial study conducted in 2023 and will continue to grow as long as the City's retirees are on the same plan as the active employees.

In addition, the City's current retiree medical bank program allows employees to create a bank of funds to use for medical insurance by converting the balance of sick leave at retirement multiplied by the hourly rate paid at retirement. These dollars remain a liability on the City's books to be paid out until the retiree's bank is depleted. The current liability from the City's Retiree Medical Leave Bank program is currently \$5.6 million. This liability represents the total value of sick leave converted at retirement to pay the retiree's medical premiums. The City funds the Retiree Medical Leave Bank program on a pay-as-you-go basis, paying only the current year's premiums. Despite paying the annual premiums, this liability also continues to grow, as new employees enter the program annually with no viable way to anticipate the number of retirements or balance of sick leave to be converted at retirement.

In FY 2022-23, the City's fiscal sustainability strategies were adopted along with the budget. In recognition of the increasing liability surrounding the OPEB and Retiree Medical Leave Bank, \$2 million was allocated to reducing the City's retiree medical liability. In FY 2023-24, an additional \$2.5 million was allocated for a total of \$4.5 million dedicated to the program.

Approval of the amended Compensation and Benefits Plan for the Department Heads and Confidential Employees Unit will change the retirement health benefits structure, effective January 1, 2025, in order to reduce the City's unfunded liability for retiree healthcare while ensuring employees still have access to medical coverage upon retirement. The changes introduce a shift from the City's existing medical leave bank program funded through conversion of the retiree's sick leave accrual bank multiplied by the hourly rate paid at retirement to a pre-funded retiree health savings account for employees hired on or after January 1, 2015.

For employees hired on or before December 31, 2014, the City will convert accrued sick leave into a retiree health savings account at the time of retirement. The value of this conversion will be based on the sick leave balance multiplied by the employee's hourly rate at retirement. Due to the transition away from the medical insurance bank managed by the City to pay for health premiums through the City's medical plan, the City will discontinue its group retiree medical plans for employees in these units that retire on or after January 1, 2025.

Employees hired on or after January 1, 2015, with more than 240 hours of accrued sick leave on January 1, 2025, will convert the excess to a Retiree Health Savings Account (RHSA) at 75% of the sick leave value, based on the employee's hourly rate as of January 1, 2025. The City will also introduce a regular annual contribution for employees hired after January 1, 2015, based on the employee's sick leave balance remaining at year-end. For balances over 240 hours, the City will contribute 50% of the remaining annual sick leave accrued in that calendar year, up to a maximum of 48 hours, at the employees current rate of pay. Employees in the Department Heads will contribute 1% of their earnings per pay period to their RHSA while employees in the Confidential Employee Unit will contribute \$20.00 of their earnings per pay period to their RHSA. These changes are aimed at reducing the City's long-term retiree health liabilities, while encouraging employees to manage their healthcare savings.

In March 2024, staff initiated discussions with the five represented bargaining units about modifying the current medical insurance program. However, the City has not yet reached an agreement on this issue and will continue to meet with the units in good faith to discuss the transition of this program.

Additional changes to the Department Head Compensation and Benefit Plan include updating section 2 Department Head Membership to reflect the current title for the Director of Community and Economic Development, Director of Public Works and Director of Parks, Recreation and Community Services.

Additional changes to the Confidential Employees Unit Compensation and Benefit Plan include updating section 2 Confidential Employee Unit Membership to include the existing City Engineer and add new classifications of Assistant Director of Parks, Recreation and Community Services, Deputy Police Chief, and Paralegal.

FISCAL IMPACT

In FY 2022-23, the City's fiscal sustainability strategies were adopted along with the budget. In recognition of the increasing liability surrounding the OPEB and Retiree Medical Leave Bank, \$2 million was allocated to reducing the City's retiree medical liability. In FY 2023-24, an additional \$2.5 million was allocated for a total of \$4.5 million dedicated to the program.

The one-time cost to convert sick leave into the retiree health savings account for Department Heads is \$308,102 and for the Confidential Employees unit is \$365,407, for a total cost of \$673,509. The one-time costs are funded through the fiscal sustainability strategies approved by Council. Annually, the cost to convert sick leave into the program is \$16,912 for Department Heads and \$23,029 for the Confidential Employees Unit. The ongoing costs will be budgeted through the annual budget adoption.

Converting to the retiree health savings account will reduce long term liabilities, as it reduces both the OPEB and Retiree Medical Leave Bank liabilities. These liabilities will decline year over year until all retirees currently on the plan have exhausted their benefit.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance engagement and transparency for the betterment of the Tracy community.

Goal 2: Ensure short and long-term fiscal health.

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving the amended Compensation & Benefit Plans for both Department Heads and the Confidential Employees Unit, reflecting the establishment and transition to a Retiree Health Savings Account for eligible employees and other classification changes.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Karin Schnaider, Acting City Manager

Attachments:

A – Amended Department Heads Compensation & Benefit Plan DRAFT

B – Amended Confidential Employees Unit (CEU) Compensation & Benefit Plan DRAFT

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

THE DEPARTMENT HEADS

July 1, 2023 through June 30, 2025

Amended November 19, 2025



Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
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(209) 831-6150
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Department Heads
July 1, 2023 through June 30, 2025
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DRAFT

**CITY OF TRACY
DEPARTMENT HEADS
COMPENSATION AND BENEFITS PLAN
July 1, 2023 – June 30, 2025**

Section 1. Purpose and Intent

The City Council has established a Department Heads Compensation and Benefits Plan. Department Heads are exempt from the Fair Labor Standards Act (FLSA), are at will employees, and serve at the pleasure of the City Manager. They are covered by the authority of the Personnel Rules and Regulations, however, they are not subject to the grievance or appeals procedure. The City Manager is empowered to grant compensation adjustments as specified in the Department Heads Compensation and Benefits Plan.

The City of Tracy is desirous of providing greater service to its citizens, and of recruiting and maintaining qualified Department Head staff. The following plan provides the basis for recognition, benefits, and compensation, effective July 1, 2023 through June 30, 2025.

Section 2. Department Heads Unit Membership

Positions covered by this plan exclusively are as follows:

- Assistant City Manager
- Chief Innovation Officer
- Director of ~~Community & Economic Development~~ ~~Development Services~~
- Director of Finance
- Director of Human Resources
- Director of Mobility and Housing
- ~~Director of Public Works~~ ~~Operations and Utilities~~
- Director of Parks, ~~Recreation & Community Services~~ ~~and Recreation~~
- Police Chief

Section 3. Compensation

A. Salary Plan

There shall be a minimum and maximum salary for all classifications.

All rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for that position's classification.

The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

1. Cost of Living Adjustments

Effective July 2, 2023, all classifications will receive a three and one-half percent (3.5%)

salary increase.

Effective June 30, 2024, all classifications will receive a three and one-half percent (3.5%) salary increase.

2. Me-Too Clause

The City is providing Department Heads a me-too clause for general salary increases (Cost of Living Adjustments) on a prospective basis. This provision expires on June 30, 2025.

B. Components of Salary

The City Manager is authorized to set the salary of Department Heads at any point within the salary range.

1. Base Salary

This is the amount set at any point within the range at initial appointment and will be subject to adjustment until the Department Head reaches the top of the range. Base salary may be adjusted on an annual basis by the City Manager, based on meritorious performance, but not to exceed the established range.

C. Deferred Compensation

A contribution to the Department Head's Deferred Compensation Plan will be made in the amount of five percent (5%) of the Department Head's annual salary. City paid deferred compensation to a Department Head shall be paid to a 401a Plan.

Section 4. Leave

A. Vacation Accrual

Employees accrue vacation based upon continuous months of service per pay period as follows:

Months of Continuous Employment	Accrued Hours
0 to 59	4.61
60 to 119	6.15
120 to 179	7.69
180 to 239	8.46
240 +	9.23

B. Management Leave

In recognition of the need to devote more than forty (40) hours per week to their duties, employees receive one-hundred forty (140) hours of management leave annually in the first pay period in January. Effective January 1, 2024, management leave will be accrued in a management leave accrual bank. Employees may cash out management leave at any time

during the year; any remaining management leave is paid to the employee annually on the last regular paycheck in the month of December or upon separation.

C. Floating Holidays

Employees accrue sixteen (16) hours of vacation in lieu of floating holidays annually on the first pay period in January.

D. Proclaimed Holidays

The City observes holidays proclaimed by the Governor of the State of California or the President of the United States that are approved by the City Council.

E. Maximum Accumulation of Leave

The maximum accrual for Department Heads of vacation and management leave combined shall be 750 hours.

F. Leave Sell-Back

On November 1 of each year, beginning in 2024, an employee may make an irrevocable election to cash out vacation that will accrue in the next calendar year prior to December. The employee can elect to receive up to 50% of the cash-out on the second pay period in July, and the remainder on the first pay period in December.

G. Sick Leave Accrual

Employees accrue three point six-nine (3.69) hours of sick leave per pay period with no limit.

H. Sick Leave Usage

Sick leave is to be used for personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family. Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family defined as parents, stepparents, parents-in-law, spouse, registered domestic partner, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, legal guardian or a person who is at least 50 percent (50%) dependent on an employee, or a designated person. Sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking and who need to take time off of work for any of the reasons set forth in California Labor Code sections 230 and 230.1.

~~I. Conversion of Sick Leave Balance~~ Retiree Health Program

1. Conversion of Sick Leave Balance Upon Retirement for employees hired on or before December 31, 2014, with continuous city service:

The City will no longer offer retiree medical plans through City's group plans effective December 31, 2024. Employees hired on or before December 31, 2014 with continuous city service, who retire from the City of Tracy on or after January 1, 2025 ~~Upon~~

~~retirement, employees may~~ shall convert ~~the balance of the accrued sick~~ the balance of the accrued sick leave at the time of retirement to a retiree health savings account through MissionSquare Retirement. The value of the ~~medical insurance bank~~ retiree health savings account shall be determined by multiplying the number of accrued sick leave hours by the Department Head's hourly rate of pay at the time of retirement. ~~The retired employee and their dependents shall be entitled to continue group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. At that time, the employee and their dependents may continue to participate in the City's group health plan provided the City receives the employee's payment for the premium(s) by the 10th of each month for the following month's coverage.~~

2. Initial Conversion for employees hired on or after January 1, 2015:

The City will no longer offer retiree medical plans through City's group plans effective ~~December~~ January 31, 2025. For employees hired on or after January 1, 2015, with a balance of sick leave accrual in excess of two-hundred forty (240) hours on January 1, 2025, the City will contribute the value of the sick leave hours in excess of two-hundred forty (240) hours to a retiree health savings account through MissionSquare Retirement. The value of the City's contribution shall be seventy-five percent (75%) of the number of accrued sick leave hours in excess of two-hundred forty (240) hours on January 1, 2025, multiplied by the Department Head's hourly rate of pay as of January 1, 2025.

Upon promotion to the Department Head unit after January 1, 2025, if employee has not converted sick leave accrual to a City of Tracy retiree health savings account from the previous bargaining unit, the employee ~~may exercise the option,~~ shall at time of promotion, ~~to~~ convert the balance of sick leave accrual in excess of two-hundred forty (240) hours to a retiree health savings account through MissionSquare Retirement. The value of the City's contribution shall be seventy-five percent (75%) of the number of accrued sick leave hours in excess of two-hundred forty (240) hours at time of promotion multiplied by the Department Head's hourly rate of pay at time of promotion.

3. Regular City Contribution for employees hired on or after January 1, 2015

Employees hired on or after January 1, 2015, with a balance of less than two-hundred forty (240) accrued sick leave hours on December 31st of each calendar year are not eligible for a city contribution to the retiree health savings account for that calendar year. The balance of the accrued sick leave will remain in the employee's accrued sick bank.

For employees hired on or after January 1, 2015, the city will contribute the value of the annual sick leave accrued in the calendar year remaining on December 31st of that calendar year, up to a maximum of forty-eight (48) hours to the employee's retiree health savings account through MissionSquare Retirement. The value of the City's contribution shall be 50% of the remaining annual sick leave accrual hours, up to a maximum of 48 hours, multiplied by the Department Head's current hourly rate of pay. Sick leave accrual hours remaining on December 31st of each year, beyond the forty-eight (48) hours converted on the retiree health savings account, will remain in the employee's sick leave accrual bank.

a. Regular Employee Contributions

Employees hired on or after January 1, 2015, in the Department Head unit shall contribute to their MissionSquare retiree health savings account through a deduction of 1.00% of employee's earning per pay period, prior to applying taxes.

2.4. Conversion of Sick Leave Balance Upon Death/Termination

Upon death, an active employee's estate shall receive straight-time pay for all accrued sick leave in excess of 960 hours.

If a Department Head ~~terminates~~ voluntarily resigns or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if ~~he/she/they~~ returns to City employment within two years of such resignation or termination.

J. Bereavement Leave

In the event of a death in the immediate family of an employee, an employee may use up to forty (40) hours of paid bereavement leave. If the employee needs additional time, the employee may use vacation leave with the approval of the City Manager or designee; additional leave will not unreasonably be denied. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents-in-law, spouse, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal guardian or a person who is at least 50 percent (50%) dependent on an employee.

Section 5. Benefits

A. Determined by City Manager

Department Heads shall receive benefits based on the maximum granted to represented and unrepresented employees, or other reasonable basis, as determined by the City Manager.

B. CalPERS Retirement Formula (Amended by Resolution 2010-152)

1. Miscellaneous (Non-Public Safety) Department Heads

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act ("PEPRA") shall receive average of three (3) consecutive highest years and the two percent at 62 (2% @ 62) benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous Department Heads hired on or after December 17, 2010 and on or before December 31, 2012, shall receive the average of three (3) consecutive highest years and the two percent at 55 (2% @ 55) benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous Department Heads hired on or before December 16, 2010 shall receive the single highest year and the two and one half percent at 55 (2.5% @ 55) benefit formula provided through the California Public Employees' Retirement System (CalPERS).

2. Police Chief: Public Safety Department Head

Police Chiefs hired by the City of Tracy on or before July 1, 2010 shall receive single highest year and the three percent at 50 (3% @ 50) retirement formula provided through the California Public Employees' Retirement System (CalPERS).

Police Chiefs hired by the City of Tracy on or after July 2, 2010 meeting the CalPERS definition of a "classic employee" shall receive single highest year and the three percent at 55 (3% @ 55) retirement formula provided through the California Public Employees' Retirement System (CalPERS).

Police Chiefs hired on or after January 1, 2013 meeting the definition of "new member" under PEPR shall be subject to all the provisions of that law, including, but not limited to the two point seven percent at 57 (2.7% @ 57) retirement formula with a three-year final compensation period.

C. CalPERS Retirement Benefit

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

Miscellaneous employees hired on or before December 16, 2010 and under the first-tier CalPERS retirement formula (2.5% at 55), shall pay the 8% employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Miscellaneous employees hired after December 16, 2010 and on or before December 31, 2012, under the second-tier CalPERS retirement formula (2% at 55), shall pay the 7% employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Miscellaneous employees hired on or after January 1, 2013 and meeting the definition of "new member" under the Public Employees' Pension reform Act (PEPRA) shall be subject to all the provisions of that law, including, but not limited to the 2% @ 62 benefit formula provided through the Public Employees' Retirement System (CalPERS) with a three-year final compensation period and shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of the normal cost.

Safety employees hired by the City and meeting the definition of "classic member" under the Public Employees' Pension Reform Act shall pay the 9% of salary employee contribution toward employee statutory share of CalPERS retirement.

Safety employees hired by the City on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7% @ 57) retirement formula with a three-year compensation period and shall pay the employee

contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of normal cost.

D. Short Term Disability Insurance (STD)

Short Term Disability insurance is required for all regular employees in the Department Head Unit through Standard Insurance with the premium paid by employees per pay period at the current rate of .83% of employee's earnings, prior to applying taxes.

Short Term Disability Insurance payments may be available to employees who cannot work because of sickness or non-work-related injuries as determined by the STD insurance provider. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available; the employee will continue to receive normal paychecks. Payments received from the insurance carrier shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier to the City, unless the employee elected in writing, at the time of the disability, of the employee's choice not to receive paid leave.

E. Long Term Disability Program (LTD)

City paid Long Term Disability insurance shall be provided to all Department Heads.

F. Annual Physical

An annual physical examination shall be provided by the City, if desired and requested by a Department Head.

G. Education Reimbursement

Upon City Manager or designee approval, an employee who completes a course of study and receives a grade of "C" or better may be reimbursed for books, and tuition for courses taken at accredited colleges or universities in California, up to a maximum of \$5,000.00 per year to a lifetime maximum of \$20,000.00.

H. Travel

Administrative Procedure, Section T – Travel Expenses, shall be used to reimburse mileage expenses incurred when using a personal vehicle for City business. Department Heads shall not receive mileage reimbursement, in accordance with Administrative Procedure Section T – Travel Expense, unless the one-way mileage from the City of Tracy work site to the final destination

exceeds 75 miles. In such circumstances, the Department Head may apply for reimbursement for mileage above the initial 75 miles.

I. City Vehicle/Allowance

Department Heads shall be provided with either a City vehicle or a car allowance of \$500 per month, prorated per pay period.

J. Insurance

1. Medical Plans Provided

The City offers medical insurance. During the term of this agreement the City reserves the right to change medical providers and the parties shall meet and discuss regarding such change. New employees hired on or after December 1, 2007 shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

2. Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

3. Vision

The City shall make available vision care benefits for full-time employees and their eligible dependents through the existing providers.

4. Life Insurance

The City shall purchase life insurance in the amount of \$225,000 for each Department Head.

5. Cafeteria Plan

a. City Contributions

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

b. Cash Out Options

For employees hired before December 1, 2007, the maximum cash payment shall be set at \$996.00 per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired on or after December 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

c. Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2024, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

d. Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for the dental insurance program in which the employee is enrolled, and/or 3) payment of premium charges for the vision insurance program in which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the 12-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of their dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Officer or Human Resources designate. No retroactive payments shall be allowed.

e. Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

K. Management Benefit Plan

The allowance for management benefits is thirty-six dollars and ninety-two cents (\$36.92) per pay period and may be utilized at the discretion of each individual Department Head for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job-related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

L. Uniform Allowance

The City shall provide the Police Chief a uniform allowance in the amount of \$1,100 per year.

The uniform allowance described above shall be paid at forty-two dollars and thirty cents (\$42.30) per pay period. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances as noted above, prorated/adjusted in the first year after appointment to reflect the receipt of the full uniform allowance received on the payday following appointment.

M. Relocation Incentive

Department Heads wishing to relocate to a residence within the City of Tracy may receive relocation expense reimbursement of up to \$5,000 at the City Manager's discretion.

Section 6. SeveranceA. Determined by City Manager

The City Manager, at their discretion, is authorized to enter into severance agreements with Department Heads if they involuntarily resign or are terminated by the City, for up to six (6) months of severance pay.

B. Severance Pay

"Severance Pay" shall include the cash equivalent to salary and city paid health benefits/premiums including cash in lieu of medical, dental and vision premiums. Severance pay

ATTACHMENT A

shall be paid in a lump sum payment to the Department Head by the City within 15 working days after the effective date of the severance agreement, or as agreed to by the City and the Department Head. Severance pay shall not be included in final compensation for the purposes of CalPERS retirement nor shall any payments of the employee's share of the CalPERS rates be deemed to extend the date of separation past termination or resignation of the employee.

C. Waiver and Release

All severance agreements must contain a release of liability for all claims connected with the employment relationship and must be in a form approved by the City Attorney.

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

CONFIDENTIAL EMPLOYEES UNIT
(CEU)

July 1, 2023 through June 30, 2025

Amended November 19, 2024



Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
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CONFIDENTIAL EMPLOYEES UNIT (CEU)
COMPENSATION AND BENEFITS PLAN
July 1, 2023 through June 30, 2025

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CITY OF TRACY
CONFIDENTIAL EMPLOYEES UNIT (CEU)
COMPENSATION AND BENEFITS PLAN
July 1, 2023 – June 30, 2025

Section 1. Purpose and Intent

The City Council desires to establish a Confidential Employees Compensation and Benefits Plan. Confidential Management staff is exempt from the Fair Labor Standards Act (FLSA) and is covered by the authority of the Personnel Rules and Regulations. Confidential Non-Management staff is non-exempt from the Fair Labor Standards Act (FLSA) and is covered by the authority of the Personnel Rules and Regulations. The City Manager is empowered to grant compensation adjustments as specified in the Confidential Employees Compensation and Benefits Plan.

The City of Tracy is desirous of providing greater service to the community, and of recruiting and maintaining qualified staff. The following plan provides the basis for recognition, benefits and compensation, effective July 1, 2023 through June 30, 2025.

Section 2. Confidential Employee Unit Membership

Confidential Management positions covered by this plan exclusively are as follows:

Accounting Manager
 Assistant City Attorney
 Assistant Director of DES
 Assistant Director of DES/City Engineer
Assistant Director of Parks, Recreation and Community Services
 Assistant Director of Operations
 Assistant Director of Utilities
 Assistant to the City Manager
 Budget Officer
City Engineer
 Deputy City Attorney I/II
Deputy Police Chief
 Human Resources Analyst I/II
 Human Resources Manager
 Information Technology Manager
Paralegal
 Police Support Operations Manager
 Public Information Officer

Non-Management Confidential positions covered by this plan exclusively are as follows:

Administrative Assistant (when assigned to Human Resources)
 Executive Assistant (when assigned to Human Resources)
 Executive Assistant to the City Manager
 Human Resources Technician
 Legal Secretary

Section 3. Compensation

A. Salary Plan

There shall be a five-step salary range for all classifications.

All rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for that position's classification. The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

1. Cost of Living Adjustments

Effective July 2, 2023, all classifications will receive a three and one-half percent (3.5%) salary increase.

Effective June 30, 2024, all classifications will receive a three and one-half percent (3.5%) salary increase.

2. Me-Too Clause

The City is providing CEU a me-too clause for general salary increases (Cost of Living Adjustments) on a prospective basis. This provision expires on June 30, 2025.

B. Components of Salary

The City Manager is authorized to set the salary of employees in the Confidential Employees Unit at any step within the salary range.

1. Base Salary

This is the amount set at any step within the range at initial appointment and will be subject to adjustment until the employee reaches the top step of the range. Base salary may be adjusted on an annual basis by the City Manager, based on meritorious performance and the recommendation of the Department Head, but not to exceed the established range.

C. Overtime

1. Non-Management Confidential Employees

Confidential Non-Management employees are non-exempt from the provisions of the Fair Labor Standards Act (FLSA) with regard to compensation for overtime worked. With the approval of their supervisor and the Department Head, the employee will earn overtime or compensatory time for actual hours work as assigned (recorded in 15-minute increments).

Leave time, whether paid or unpaid, is not included in computing the work period for overtime purposes.

Compensatory time off (CTO) accrual may not exceed 120 hours. Employees shall receive pay for overtime hours worked in excess of the 120-hour CTO maximum accrual. Employees may cash out CTO at any time during the year; any remaining CTO is paid to the employee annually on the last regular paycheck in the month of December, upon promotion, or at separation.

Overtime is defined as hours worked in excess of the employee's regular work shift that has the prior approval of the Department Head or designee.

- a) If an employee is required to perform unanticipated overtime of two (2) hours or more, the City shall pay a meal allowance of seven dollars (\$7) to the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. The two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.

Section 4. Leaves

A. Vacation

Employees shall accrue vacation prorated per pay period at the following rates:

Months of Continuous Employment	Accrued Hours
0-59 months	3.69 hours per pay period
60-119 months	5.23 hours per pay period
120-179 months	6.76 hours per pay period
180-240 months	7.38 hours per pay period
241+ months	8.30 hours per pay period

B. Management Leave for Confidential Management Employees

The City provides management leave in recognition of the need to devote more than 40 hours per week to their duties. The City shall provide management leave in the amount of 120 hours per calendar year to Confidential Management employees in the Confidential Employees Unit. Newly hired or promoted employees who are Confidential Management employees shall receive a prorated number of hours based on their start date in a Confidential Management position. Effective January 1, 2024, management leave will be accrued in a management leave accrual bank. Employees may cash out management leave at any time during the year; any remaining management leave is paid to the employee annually on the last regular paycheck in the month of December or upon separation.

C. Holiday Pay

Regular full-time employees who are scheduled to work on an observed holiday receive the observed holiday off and eight (8) hours of pay per holiday.

The City observes the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

D. Holiday Pay and Accruals for Non-Exempt Employees

1. Holiday Pay in Excess of 8 Hours

Employees on a 4/10 or 9/80 schedule must use vacation or CTO to make up additional hours on observed holidays falling on a scheduled workday.

2. Holiday Pay on Scheduled Days Off

Employees working on a holiday falling on their scheduled day off receive holiday pay at the overtime rate of pay and eight (8) hours of vacation.

3. Holiday Pay on Scheduled Workdays

Employees working a holiday falling on their scheduled workday receive holiday pay at three (3) times their rate of pay and eight (8) hours of vacation.

E. Floating Holidays

Employees accrue sixteen (16) hours of vacation in lieu of floating holidays annually on the first pay period in January.

F. Proclaimed Holidays

The City observes holidays proclaimed by the Governor of the State of California or the President of the United States that are approved by the City Council.

G. Maximum Accrual of Leave

The maximum accrual for Confidential Management employees for vacation and management leave combined shall not to exceed 600 hours.

The maximum accrual for Confidential Non-Management employees for vacation shall not exceed a total of 400 hours.

H. Leave Sell-Back

On November 1 of each year, beginning in 2024, an employee may make an irrevocable election to cash out vacation that will accrue in the next calendar year prior to December. The employee can elect to receive up to 50% of the cash-out on the second pay period in July, and the remainder on the first pay period in December.

I. Sick Leave Accrual

Employees accrue three point six-nine (3.69) hours of sick leave per pay period with no limit.

Confidential Management Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family. Immediate family is defined as parents, stepparents, parents-in-law, spouse, registered domestic partner, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, legal guardian or a person who is at least 50 percent (50%) dependent on an employee, or a designated person.

Confidential Non-Management Employees may take unlimited days of sick leave for care of their immediate family. Immediate family is defined as parents, stepparents, parents-in-law, spouse, registered domestic partner, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, legal guardian or a person who is at least 50 percent (50%) dependent on an employee, or designated person.

Sick leave is to be used for personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family. Sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking and who need to take time off of work for any of the reasons set forth in California Labor Code sections 230 and 230.1.

~~J.~~ J. Retiree Health Program Conversion of Sick Leave Balance Upon Retirement/Death/Termination

1. Conversion of Sick Leave Balance Upon Retirement for employees hired on or before December 31, 2014, with continuous city service:

~~The City will no longer offer retiree medical plans through City's group plans effective December 31, 2024~~ January 1, 2025. Employees hired on or before December 31, 2014 with continuous city service, who retire from the City of Tracy on or after January 1, 2025 ~~Upon retirement, employees may shall elect to convert all accrued sick leave to a the balance of the accrued sick leave at the time of retirement to a medical insurance bank retiree health savings account through MissionSquare Retirement at the time of retirement.~~ The value of the ~~medical insurance bank retiree health account~~ shall be determined by multiplying the

number of accrued sick leave hours by the employee's hourly rate of pay at the time of retirement. ~~The retired employee and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage in effect at the time, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the employee and their dependents may continue to participate in the City's group health, dental and/or vision plans provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.~~

~~Subject to approval by the City, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.~~

~~Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the employee and their dependents.~~

2. Initial Conversion for employees hired on or after January 1, 2015:

~~The City will no longer offer retiree medical plans through City's group plans effective December 31, 2024 January 1, 2025. For employees hired on or after January 1, 2015, with a balance of sick leave accrual in excess of two-hundred forty (240) hours on January 1, 2025, the City will contribute the value of the sick leave hours in excess of two-hundred forty (240) hours to a retiree health savings account through MissionSquare Retirement. The value of the city's contribution shall be seventy-five percent (75%) of the number of accrued sick leave hours in excess of two-hundred forty (240) hours on January 1, 2025, multiplied by the employee's hourly rate of pay as of January 1, 2025.~~

~~Upon promotion to the CEU unit after January 1, 2025, if employee has not converted sick leave accrual to a City of Tracy retiree health savings account from the previous bargaining unit, the employee may exercise the options shall, at time of promotion, ~~to~~ convert the balance of sick leave accrual in excess of two-hundred forty (240) hours to a retiree health savings account through MissionSquare Retirement. The value of the city's contribution shall be seventy-five percent (75%) of the number of accrued sick leave hours in excess of two-hundred forty (240) hours at time of promotion multiplied by the employee's hourly rate of pay at time of promotion.~~

3. Regular City Contributions for employees hired on or after January 1, 2015

~~Employees hired on or after January 1, 2015, with a balance of less than two-hundred forty (240) accrued sick leave hours on December 31st of each calendar year are not eligible for a city contribution to the retiree health savings account for that calendar year. The balance of the accrued sick leave will remain in the employee's accrued sick bank.~~

~~For employees hired on or after January 1, 2015, the city will contribute the value of the annual sick leave accrued in the calendar year remaining on December 31st of that calendar year, up to a maximum of forty-eight (48) hours, to the employee's retiree health savings account through MissionSquare Retirement. The value of the city's contribution shall be 50% of the remaining annual sick leave accrual hours, up to a maximum of 48 hours, multiplied by the employee's current hourly rate of pay. Sick leave accrual hours remaining~~

on December 31st of each year, beyond the forty-eight (48) hours converted on the retiree health savings account, will remain in the employee's sick leave accrual bank.

a. Regular Employee Contributions

Employees hired on or after January 1, 2015, in the Confidential Employee's Unit shall contribute to their MissionSquare retiree health savings account through a deduction of twenty dollars (\$20.00) per pay period from employee earnings, prior to applying taxes.

Upon death, an active employee's estate shall receive straight-time pay for all accrued sick leave in excess of 960 hours.

If an employee in the Confidential Employees Unit ~~terminates-voluntarily resigns~~ or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if they return to City employment within two (2) years of such termination.

K. Bereavement Leave

In the event of a death in the immediate family of an employee, an employee may use up to forty (40) hour of paid bereavement leave. If the employee needs additional time, the employee may use vacation leave with the approval of the Department Head or designee; additional leave will not unreasonably be denied. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents-in-law, spouse, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal guardian or a person who is at least 50 percent (50%) dependent on an employee.

In special cases, with the approval of the Department Director, the Personnel Officer may grant bereavement leave in other circumstances.

Section 5. Benefits

A. CalPERS Retirement

1. CalPERS Formula

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and the two and one-half percent at 55 (2.5% @ 55) benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous employees hired on or after December 17, 2010 and on or before December 31, 2012 shall receive average of three (3) consecutive highest years and the two percent at 55 (2% @ 55) benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous employees hired on or after January 1, 2013 and who qualify as “new employees” under the Public Employees’ Pension Reform Act (“PEPRA”) shall be subject to all the provisions of that law, including but not limited to the two percent at 62 (2% @ 62) benefit formula provided through the Public Employees’ Retirement System (CalPERS) with a three-year final compensation period.

Safety employees hired on or before July 1, 2010 shall receive CalPERS 3% @ 50 and single highest year formula provided through the Public Employees’ Retirement System (CalPERS).

Safety employees hired on or after July 2, 2010 and on or before December 31, 2012 shall receive CalPERS 3% @ 55 and single highest year formula provided through the Public Employees’ Retirement System (CalPERS).

Safety employees hired on or after January 1, 2013 meeting the definition of “new member” under PEPRA shall be subject to all the provisions of that law, including but not limited to the two point seven percent at age 57 (2.7% @ 57) retirement formula with a three-year final compensation period.

2. Payment of CalPERS Retirement Benefit

a. Payment of Employer Share of PERS Contribution for Confidential Management Employees

Each Confidential employee in this unit shall pay 3% towards the employer’s share of CalPERS pension regardless of what CalPERS pension formula employee is applicable to employee. In exchange, the City shall pay the corresponding salary increase that represents the 3% contribution. The parties agree that should the parties negotiate elimination of the 3% contribution towards the employers share or such contribution becomes contrary to any subsequent rules, regulations and/or law rendering the contribution null and void that the equivalent salary increase conferred in this section shall also cease and become null and void.

The City agrees to continue to pay the remainder of the employer contribution for the City’s CalPERS retirement benefit.

b. Miscellaneous Employees

Miscellaneous employees hired on or before December 16, 2010, and under the first tier CalPERS retirement formula (2.5% @ 55), shall pay 8% of salary contribution towards employee statutory share of CalPERS retirement during the term of this Compensation and Benefits Plan.

For miscellaneous employees hired after December 16, 2010 and on or before December 31, 2012 under the second-tier CalPERS retirement formula (2% @ 55), shall pay 7% of salary contribution towards employee statutory share of CalPERS retirement during the term of this Compensation and Benefits Plan.

Miscellaneous employees who receive the CalPERS retirement formula of 2% @ 62 shall pay the employee contribution required by PEPR, currently calculated at fifty percent (50%) of the normal cost.

c. Safety Employees

Safety employees hired under the first tier CalPERS retirement formula (3% @ 50) or the second tier CalPERS retirement formula (3% @ 55) shall pay the 9% employee contribution towards the employee statutory share of CalPERS retirement during the term of this Compensation and Benefit Plan.

Safety employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by PEPR, currently calculated at fifty percent (50%) of the normal cost.

Employee payments of the employee share of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

The parties may reopen negotiations to discuss the impact of any changes to the Public Employment Retirement Law which occur during the term of this Compensation and Benefits Plan.

B. Insurance

1. Medical

1.1 Plans Provided

The City offers medical insurance. During the term of this Agreement, the City reserves the right to change medical providers and the parties shall meet regarding any such change.

1.2 New Employees

New employees hired after July 1, 2007, shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

2. Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

3. Vision Care

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

4. Life Insurance

The City shall provide Confidential Management employees life insurance coverage of \$150,000. The City shall provide Non-Exempt Confidential employees life insurance coverage of \$75,000. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

5. Short-Term Disability Insurance (STD)

Short Term Disability insurance is required for all regular employees in the Confidential Employees Unit through Standard Insurance with the premium paid by employees per pay period at the current rate of .83% of the employee's earnings, prior to applying taxes.

Short Term Disability Insurance payments may be available to employees who cannot work because of sickness or non-work-related injuries as determined by the STD insurance provider. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available, the employee will continue to receive normal paychecks. Payments received from the insurance carrier shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier to the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

6. Long Term Disability Insurance (LTD)

City-paid Long Term Disability Insurance shall be provided to all employees in the Confidential Employees Unit.

7. Cafeteria Plan

7.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

7.2 Cash Out Options

For employees hired before July 1, 2007, the maximum cash payment shall be set at \$996 per month for employees who do not elect a medical, dental, and/or vision plan. For

employees hired on or after July 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

7.3 Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2025, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the Employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

7.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for the dental insurance program in which the employee is enrolled and/or 3) payment of premium charges for the vision insurance program in which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the 12-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of their dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month following the month in which advice from the employee is received by the Personnel Officer or Human Resources designee. No retroactive payments shall be allowed.

8. Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

C. Deferred Compensation

Confidential Management employees shall be eligible to participate in both a City-sponsored 457 deferred compensation plan and a City-sponsored 401(a) deferred compensation plan.

Confidential Management employees shall be eligible for a City-matching contribution to their deferred compensation plan of up to five percent (5%) of their annual salary. The City match will be based on employee contributions towards their deferred compensation plan.

Non-Exempt Confidential employees shall be eligible for a City matching contribution to their deferred compensation plan of up to five percent (5%) of their annual salary. The City match will be based on the employee contributions towards their deferred compensation plan.

A fully executed Personnel Action Form shall establish eligibility for all deferred compensation contributions for Confidential Employees Unit employees, which must be approved by both the Department Head and City Manager.

D. Management and Professional Development Benefit for Confidential Management Employees

The allowance for management benefits is thirty-six dollars and ninety-two cents (\$36.92) per pay period and may be utilized for a wide variety of job-related expenses, training, association memberships, computer hardware and software, conference registration and attendance and other miscellaneous job expenses or professional development opportunities.

E. Non-Exempt Confidential Employee Pay

Non-exempt confidential employees shall receive \$50.00 per month prorated per pay period.

F. Annual Physical

An annual physical examination shall be provided by the City, if desired and requested by an employee in the Confidential Employees Unit.

G. Educational Expense Reimbursement

Upon Department Head approval, an employee who completes a course of study and receives a grade of "C" or better may be reimbursed for books, and tuition for courses taken at accredited colleges or universities in California, up to a maximum of \$5,000.00 per year to a lifetime maximum of \$20,000.00.

H. Longevity Pay

Employees receive longevity pay as follows:

- Upon completion of ten (10) years of service, the employee receives longevity pay of one percent (1.0%) of their base hourly rate of pay.
- Upon completion of fifteen (15) years of service, the employee receives longevity pay of an additional one point five percent (1.5%) of their base hourly rate of pay (for a total of 2.5%).
- Upon completion of twenty (20) years of service, the employee receives longevity pay of an additional two percent (2%) of their base hourly rate of pay (for a total of 4.5%).

Section 6. Miscellaneous

A. Retiree Health Savings Account

The City agrees to explore the option of establishing an IRS Section 115 Trust Fund ("Trust Fund") and amending sick leave conversion at retirement (see section G). The City agrees to report back to employees in the Confidential Employees Unit under this section within twelve (12) months following adoption of this Compensation and Benefits Plan by the City Council.

B. Confidential Non-Management Bilingual Pay

Confidential Non-Management employees who are required to communicate in languages other than English, as part of their regular assigned duties, may be compensated with an additional two percent (2%) of the employee's base salary, if the following criteria are met:

- i. Approval from the Department Head that a particular assignment requires the need for the specific alternate language
- ii. Certification by the City that the employee has successfully demonstrated the ability to communicate fluently in the language that the Department Head has determined is required.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Department Head as beneficial to the City.

C. Temporary Upgrade and Out-of-Class Pay

1. When a Confidential Management employee is appointed to fill a Department Head vacancy in an Out of Class capacity caused by paid leave of absence or separation, compensation will be paid at entry level of Department Head position or at ten percent (10%) over the Manager's current classification salary, whichever is greater, after ten consecutive calendar days, retroactive to the first day of such appointment.

2. When a Confidential Non-Management employee is assigned, by the appropriate supervisor, out of class work for a period of eight or more consecutive hours, the employee is entitled to out of class pay from the first hour of such work. Pay for out of class work shall be computed at the rate of Step A of the appropriate higher-class position, provided that the differential in pay is at least six percent (6%) greater than the employee's base rate of pay as listed in the most current master salary schedule.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE AMENDED COMPENSATION & BENEFIT PLANS FOR BOTH DEPARTMENT HEADS AND THE CONFIDENTIAL EMPLOYEES UNIT, REFLECTING THE ESTABLISHMENT AND TRANSITION TO A RETIREE HEALTH SAVINGS ACCOUNT FOR ELIGIBLE EMPLOYEES AND OTHER CLASSIFICATION CHANGES

WHEREAS, the City's current retiree health program, which provides healthcare benefits to retired employees, is based on a legacy structure that is unfunded, is not actuarially sound and is contributing to a growing and unsustainable long-term liability; and

WHEREAS, the City Manager met with Department Heads and Confidential Employee Unit employees to discuss transitioning to a more sustainable retiree health benefit program that reduces the City's unfunded liability; and

WHEREAS, the Compensation and Benefit Plan between the City of Tracy and the Confidential Employees Unit has been amended to transition employees hired on or after January 1, 2025 to a Retiree Health Savings Account (RHSA) with an initial employer contribution based on the value of accrued sick leave hours above two-hundred forty (240) on January 1, 2025 discounted at 75% and 50% of the balance of annual accrued sick leave up to a maximum of forty-eight (48) hours each calendar year thereafter; and

WHEREAS, the Compensation and Benefit Plan between the City of Tracy and the Department Heads has been amended to transition employees hired on or after January 1, 2025 to a Retiree Health Savings Account (RHSA) with an initial employer contribution based on the value of accrued sick leave hours above two-hundred forty (240) on January 1, 2025 discounted at 75% and 50% of the balance of annual accrued sick leave up to a maximum of forty-eight (48) hours each calendar year thereafter; and, now, therefore be it

RESOLVED: That the City Council and the City of Tracy hereby incorporates the foregoing recitals herein as facts and evidence; and be it further

RESOLVED: That the City Council hereby approves an amended Compensation and Benefit Plan between the City of Tracy and Department Heads effective November 19, 2024, reflecting the establishment and transition to a Retiree Health Savings Account for eligible employees and other requisite classification changes; and be it further

RESOLVED: That the City Council and the City of Tracy hereby approves an amended Compensation and Benefit Plan between the City of Tracy and Confidential Employees Unit effective November 19, 2024, reflecting the establishment and transition to a Retiree Health

Savings Account for eligible employees and other requisite classification changes; and be it further

RESOLVED: That the City Council implements the provisions of the Compensation & Benefit Plans and actions approved by this Resolution.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on December 3, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt the following resolutions:

(1) (A) Awarding a Construction Contract to ARB, Inc., of Lake Forest, California, in the amount of \$5,699,094 for construction of the Lammers 20-Inch Water Main Project, Capital Improvement Project 75160 (Project); (B) Authorizing the City Manager to approve change orders up to the contingency amount of \$569,909; and (C) Authorizing a Project Not-to-Exceed Construction Budget of \$7,226,500; and

(2) (A) Approving the execution of a Professional Services Agreement with West Yost Associates, Inc. for Construction Management Services for the Project, for a total not-to-exceed amount of \$522,542 for a term of one year; and (B) Authorizing the City Manager to approve an administrative extension of one year, if needed.

EXECUTIVE SUMMARY

This agenda item seeks adoption of two Resolutions by the City Council relating to the construction of the Lammers 20-Inch Water Main Project, Capital Improvement Project (CIP) 75160 (Project). The first Resolution is to award a Construction Contract (Contract) (see Attachment B) to ARB, Inc., of Lake Forest, California (Contractor) for a contract price of \$5,699,094, and to authorize the City Manager to approve change orders for up to \$569,909, to authorize the Project not-to-exceed budget of \$7,266,500. The Contractor is the lowest responsible bidder selected from the bids submitted in response to the request for competitive bids advertised on August 9, 2024.

Concurrently, staff is seeking adoption of a separate Resolution approving the execution of a Professional Services Agreement (PSA) (see Attachment C) with West Yost Associates, Inc. for Construction Management Services (Consultant) for construction management and construction inspection services related to the Project, for a not-to-exceed amount of \$522,542.

The Request for Proposals (RFP) for the Professional Services for construction management and inspection services was issued on June 23, 2023, and although multiple agencies expressed interest, only one response was received. Staff has determined that the Consultant has the competence and professional qualifications necessary to perform the required services.

BACKGROUND AND LEGISLATIVE HISTORY

On June 4, 2019, the City Council authorized the creation of CIP 75160 for the Lammers 20-Inch Water Main Project, pursuant to Resolution No. 2019-116, as part of the Fiscal Plan for 2019/2020.

The Project is a Master Plan improvement fully funded by development impact fees. The Project will install 7,000 linear feet of 20-inch and 24-inch potable water transmission pipeline along the east side of S. Lammers Road, from Redbridge Road to Ellis Town Drive (see Location Map in Attachment A) and extend the recycled water pipeline in Lammers seventy feet to the south side of the Byron Bethany Irrigation District (BBID) canal at W. Schulte Road. The new potable water pipeline will provide a dedicated water main from the John Jones Water Treatment Plant to the Zone 3 water service area and serve the properties in the Ellis and International Park of

Commerce (IPC) Developments. The IPC Zone 3 areas are currently being supplied with water through the Zone 2 supply mains. The extension of the recycled water main will be installed concurrently with the potable water main, under the BBID canal, to help reduce costs and traffic impacts. The recycled pipeline extension will be connected to the pipelines planned for installation as part of CIP 74168, the Recycled Water Expansion Project.

The Project is primarily in unincorporated Tracy, under the San Joaquin County (County) jurisdictional authority. The County encroachment permit will require that two-way traffic be maintained on S. Lammers Road throughout construction, although roadway closures may be necessary for installation of the pipeline under-crossings at the Union Pacific Rail Road (UPRR) tracks and the Byron Bethany Irrigation District (BBID) canal. The County is allowing for a limited number of road closures on weekend days during daytime work hours only at the UPRR crossing.

Staff prepared the plans, specifications and bid documents for the construction of the Project and advertised for competitive bids on August 9, 2024. Nine bids were received and publicly opened on September 11, 2024, at 2:00 p.m. with the following results:

<u>Contractor</u>	<u>City</u>	<u>Base Bid Amount</u>
ARB, Inc.	Lake Forest	\$5,699,093.85
Teichert Construction	Stockton	\$5,823,000.00
Mozingo Construction, Inc.	Oakdale	\$6,222,625.00
Cratus, Inc.	San Francisco	\$6,712,061.25
Garney Pacific, Inc.	Tracy	\$6,808,880.00
Knife River Construction, Inc.	Stockton	\$7,089,635.00
Preston Pipelined Infrastructure, Inc.	Milpitas	\$7,150,000.00
DPI, Inc.	Livermore	\$7,317,185.00
KJ Woods Construction, Inc.	South San Francisco	\$8,188,000.00

On June 23, 2023, a Request for Proposals (RFP) was issued for Construction Management Services for Project, seeking proposals from qualified construction management experts for the Project. The goal of the RFP was to find consultants who had the knowledge that the City could depend on for risk management and to help guide the overall construction for this Project.

The City received only one proposal from the Consultant prior to the submittal deadline, in response to the RFP. City staff reviewed the proposal and after a comprehensive evaluation, Consultant was determined to be qualified to meet the needs of the City and demonstrated the competence and professional qualifications necessary to perform the required services.

Construction work is anticipated to begin in early in 2025, depending on the availability of pipe materials, and will continue through the summer.

Prior to the start of construction, Public Outreach about the construction timeline will be distributed by mail to impacted residents on Lammers Road, the homeowners associations of Redbridge and Ellis, and posted on social media. The Consultant will provide on-going public outreach information throughout construction and provide updates about traffic controls, temporary road closures, and construction progress that will be coordinated with the City's Public Information Officer, posted on social media, and coordinated with the City's Engineering, Transit, Operations, and Police Departments and with the South San Joaquin County Fire Authority.

ANALYSIS

Authorize Award of Construction Contract

The lowest bidder, ARB, Inc. of Lake Forest, California, is responsive and responsible. The bidder has the appropriate contractor's license in active standing with the State of California and has completed similar projects.

The total estimated cost of this Project, including the contract amount, includes a 10% construction contract contingency which staff is recommending the City Manager be authorized to implement as needed. City costs related to staff time, construction management and inspection, encroachment permits, design support and all soft costs related to the construction contract, if awarded to ARB, Inc., include the following:

Construction Base Bid	\$ 5,699,094
Contingency (10%)	\$ 569,909
Construction Management – West Yost	\$ 522,542
Design Support During Construction (5%)	\$ 284,955
Staff time, permit fees, materials testing, etc.	\$ 150,000
Total	\$ 7,226,500

Staff is seeking City Council authorization of a contingency amount of \$569,909, representing ten (10) percent of the Construction Contract Cost. Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council.

Authorize a Professional Services Agreement

Construction management is critical and required service for all City CIPs. Construction management services include the effective management of the project's schedule, cost, quality, safety, scope, public outreach, and to provide the staffing and expertise to provide those services. Hiring a qualified consultant, with extensive related experience is the desired approach for construction management. Many public projects utilize outside consultants for construction management services, which allows the City to rely on industry experts. Staff recommends retaining services of Consultant. Consultant will perform the requisite services and generally provide the necessary oversight and ensure quality assurance and quality control for the duration of the Project.

The Consultant has provided professional services to the City on various water-related projects that have included water analysis and design services throughout several City Departments since 1992. Currently, there are existing separate Professional Services Agreements with the Consultant for the Recycled Water Expansion Project, CIP 74168, for Construction Management Services, approved by City Council on March 5, 2024, under Resolution No. 2024-026, and Program Management, Consultant Management, and Grant Administration Services, approved by City Council on March 7, 2023, under Resolution 2023-042. At no time has the Consultant participated in or directed any portion of the RFP process for the proposed construction management services PSA.

The negotiated fee for construction management services in the Professional Services Agreement is \$522,542 which includes the following:

Task	Fee
1. Pre-Construction Phase	\$ 28,146
2. Plan Check & Bidding Phase	\$ 5,948
3. Construction Phase	\$ 432,440
4. Project Close Out and Post Construction Phase	\$ 21,320
5. Public Outreach	\$ 22,068
6. ODC – Vehicle and Annual Rate Increase	\$ 12,620
Total Not-to-Exceed Amount	\$ 522,542

FISCAL IMPACT

The Lammers 20-Inch Water Main Project, CIP 75160, has an approved budget of \$8,257,950 and a current available balance of \$7,843,396. The Project is a Master Plan improvement fully funded by development impact fees. There are sufficient funds in the CIP to award the construction contract the Professional Services Agreement for construction management in the project as follows:

Funding Source	Budget	Expenses	Balance
365 - Water Master Plan Fees	\$ 7,878,822	\$ 414,554	\$ 7,464,268
368 - Recycled Water Master Plan Fees	\$ 379,128	\$ -	\$ 379,128
Totals	\$ 8,257,950	\$ 414,554	\$ 7,843,396

COORDINATION

The Utilities Department has coordinated with Engineering, Public Works, TRACER, Tracy Unified School District, South San Joaquin County Fire Authority, and San Joaquin County Public Works during design of the Project.

Initial public outreach about the construction timeline, traffic controls and temporary road closures is being distributed by mail to impacted residents on Lammers Road and to the homeowners associations of Redbridge and Ellis. On-going project timeline updates, traffic impacts and other updates will be posted on social media throughout construction.

CEQA DETERMINATION AND NEPA

A Notice of Exemption was issued on March 6, 2023. The Project is exempt pursuant to categorical exemptions per CEQA Guidelines §15301 (b) for publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services. The proposed actions are for the implementation of the Project.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the delivery of safe and clean water.

ACTION REQUESTED OF THE COUNCIL

Staff recommends that the City Council adopt the following resolutions:

(1) (A) Awarding a Construction Contract to ARB, Inc., of Lake Forest, California, in the amount of \$5,699,094 for construction of the Lammers 20-Inch Water Main Project, Capital Improvement Project 75160 (Project); (B) Authorizing the City Manager to approve change orders up to the contingency amount of \$569,909; and (C) Authorizing a Project Not-to-Exceed Construction Budget of \$7,226,500; and

(2) (A) Approving the execution of a Professional Services Agreement with West Yost Associates, Inc. for Construction Management Services for the Project, for a total not-to-exceed amount of \$522,542 for a term of one year; and (B) Authorizing the City Manager to approve an administrative extension of one year, if needed.

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, City Engineer
Stephanie Reyna-Hiestand, Assistant Director of Utilities
Karin Schnaider, Assistant City Manager
Sara Castro, Director of Finance
Bijal M. Patel, City Attorney

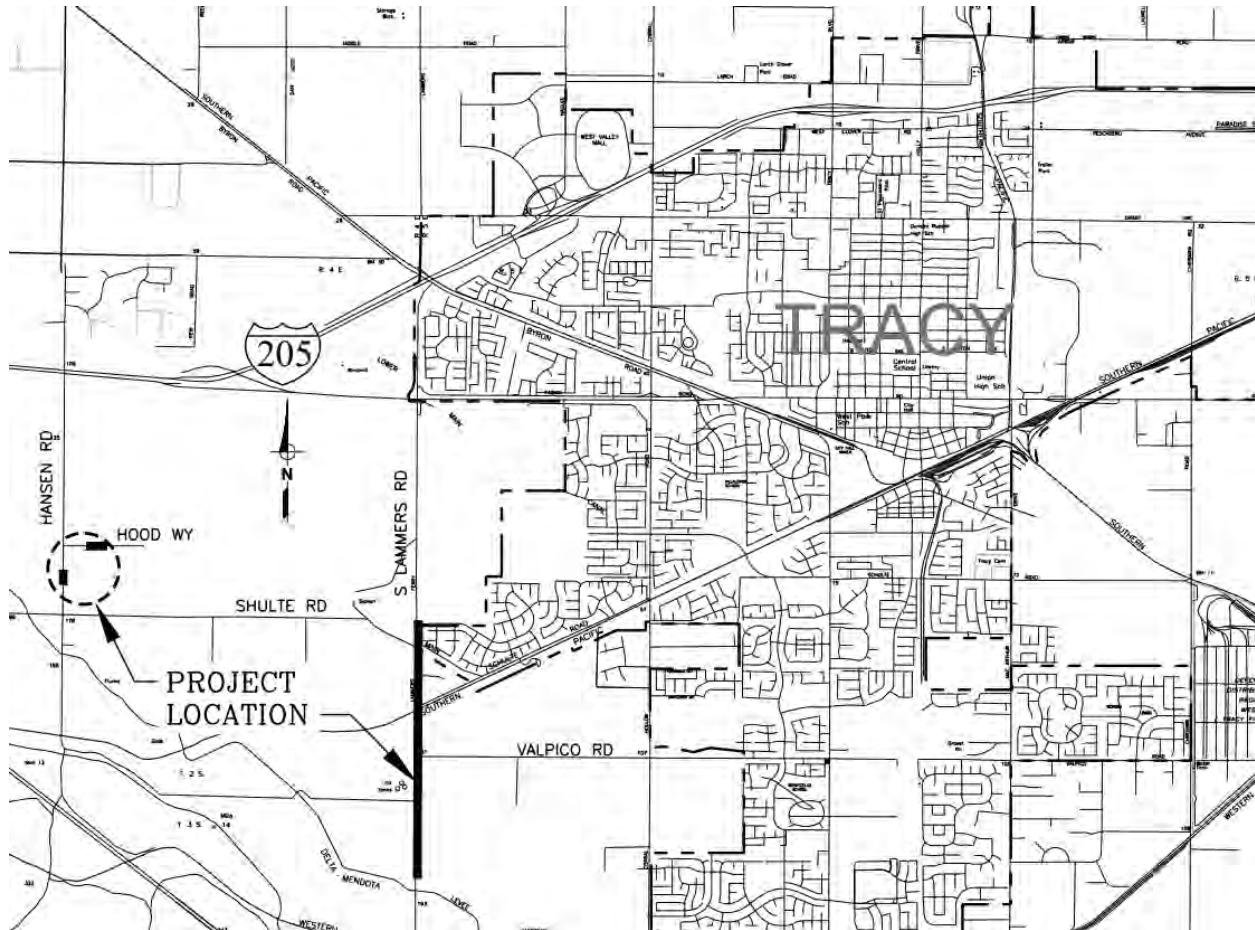
Approved by: Karin Schnaider, Acting City Manager

Attachments

A – Location Map

B - Draft Contract

C – Professional Services Agreement with West Yost Associates, Inc.



LOCATION MAP

City of Tracy

Contract

This public works contract ("Contract") is entered into by and between the City of Tracy ("City") and ARB, Inc., of Lake Forest, California ("Contractor") for work on the Lammers Road Water Main Project ("Project"), CIP 75160.

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On October 15, 2024, City authorized award of this Contract _____ to Contractor for the amount of Contractor's bid.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following (subject to the order of precedence in Section 3.2 of the General Conditions):
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment, Performance and Warranty Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Change Orders and Contract amendments, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: No other documents.
3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor five million, six hundred ninety-nine thousand, ninety three dollars and eighty five cents, (\$ 5,699,093.85) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will complete the Work for the Project within two hundred and fifty (250) contract days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$2,600 for each contract day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance. Contractor shall comply with all other applicable federal, state, and local laws, regulations and policies pertaining to labor standards insofar as those laws, regulations and policies apply to the performance of this Contract, including any applicable City employment requirements, including but not limited to, the City's Local Hiring Policy (attached as Exhibit 1 to this Contract).

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City will not enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Development Services Department, Engineering
Attn: City Engineer / Miguel Hernandez, Construction Project Manager
Address: 333 Civic Center Plaza
City/State/Zip: Tracy, CA 95376
Email: Miguel.Hernandez@cityoftracy.org

Copy to: Adrienne Richardson, City Clerk

Contractor:

Name: ARB, Inc.
Address: 26000 Commercentre Drive
City/State/Zip: Lake Forest, CA 92630
Phone: 949-598-9242
Attn: Kevin Downs, Regional Operations Manager,
Email: kevin.downs@prim.com
Copy to: jthieman@prim.com

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of San Joaquin County, and no other place.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in effect.
- 12.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, at least two signatures are required pursuant to California Corporation Code section 313: (1) one from an officer on the operations side of the corporation (such as president, vice president, chief operating officer, etc.); and (2) one from the finance side of the corporation (such as the chief financial officer, treasurer, etc.) or from the corporate secretary. Alternatively, if only one signature will be obtained from a corporation, attach the corporate resolution authorizing that individual to bind the corporation to contracts.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name/Title [print]

Name/City Attorney

Date: _____

Date: _____

Attest:

s/ _____, City Clerk
Name [print]

Date: _____

CONTRACTOR: ARB, Inc.
Business Name

s/ _____

Seal:

Mark Borges, Vice President
Name/Title [print]

Date: _____

Second Signature (See Section 12.6):

s/ _____

Chris Anderson, Vice President
Name/Title [print]

Date: _____

194079 March 31, 2025
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

DRAFT

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
WEST YOST ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE
LAMMERS 20-INCH WATER MAIN PROJECT, CIP 75160**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and West Yost Associates, Inc., a California Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain a Consultant to provide Construction Management Services (**Services**) for the Lammers 20-Inch Water Main Project, CIP 75160, (**Project**) and to carry out the services set forth in Exhibit A, which is attached hereto and incorporated herein by this reference (as further defined elsewhere in this Agreement, **Services or Project**); and
- B.** On June 23, 2023, the City issued a Request for Proposals (RFP) for the City's Lammers 20" Water Main Project, CIP 75160. Prior to the submittal due date, the City staff was contacted by four (4) consulting firms interested in submitting a proposal for the Project, however, prior to the submittal due date, two firms contacted City staff stating that they were not able to propose on the project due to staffing shortages; and
- C.** On July 6, 2023, the City received one proposal. A panel of three City staff members from two departments reviewed the proposals and determined that the Consultant demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services, and possessed the skills, experience and certifications required to provide the services.
- D.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E.** This Agreement is being executed pursuant to Resolution No. _____, which was adopted by the City of Tracy's City Council on December 3, 2024.

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the Services, including those described in Exhibit "A". The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: J.P. Davis, Project Manager. Consultant shall not replace its Authorized Representative or use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any such subcontractor or subconsultant.
- 2. Time of Performance.** Time is of the critical importance in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay,

and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on December 3, 2024 and expire and terminate automatically on June 20, 2026 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one (1) year and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$522,542. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City.

No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including locations, zone, times, dates, and names of persons performing the services.

3.2.1 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for meeting the applicable standard of care in providing services 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, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of the Scope of Work under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third-party mediator in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Consultant Status. Consultant is an independent Consultant and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

9.1 Non-Exclusive Professional Services Agreement. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services that Consultant is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

10. Conflicts of Interest. Consultant (including its employees, agents, subcontractors and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant represents and confirms that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this Agreement, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

To Consultant:

City of Tracy
Office of Director for Operations & Utilities
520 S. Tracy Blvd
Tracy, CA 95376
Publicworks@cityoftracy.org

Elizabeth Drayer, PE
West Yost Associates, Inc.
2020 Research Park Drive,
Suite 100
Davis, CA 95618

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances. Consultant makes no other representations and no warranties, whether express or implied, with respect to its services performed under this Agreement.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

13.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's prior written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement in a manner consistent with the Standard of Care.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of Consultants, subconsultants and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify, and hold the City, its officials, officers,

employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subcontractor or subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended entity and that it is in good standing. If Consultant is suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and confirm that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

West Yost Associates, Inc.



By: Nancy D. Young

By: Elizabeth T. Drayer, PE

Title: Mayor

Title: Vice President

Date: _____

Date: September 24, 2024

Attest:

Federal Employer Tax ID No. 63-0370826

Adrianne Richardson, City Clerk



By: Lindsay Smith

Title: Treasurer

Approved as to form:

Date: September 24, 2024

Bijal M. Patel, City Attorney

Exhibits:

- A Scope of Work (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

TASK 1 - Pre-Construction Phase

- 1.01 Construction Management Work Plan:** Prepare a Construction Management Work Plan, which shall define the procedures and systems to receive, transmit, log, track, monitor, file and create reports for all construction correspondence and documents. Such construction correspondence and documents shall include, but not be limited to daily inspection reports, shop drawings/construction submittals, Contractor's requests for information, general correspondence, design change notices, contract change orders, project schedules, test reports, construction progress photos, and other documents necessary to administer the construction contract.
- 1.02 Construction Management Coordination:** General coordination with City and its project team including, but not limited to, virtually attending weekly coordination meetings as requested. City project team includes project program manager, grant administrator, and design engineers.
- 1.03 Construction Schedule:** Develop, manage, and maintain a detailed project schedule for the construction phase activities of the project utilizing a software program that is based on the critical path method of scheduling. The schedule shall reflect the project design and construction milestones. The CM shall identify the software they propose to utilize for the construction schedule in their proposal.
- 1.04 Coordination / Engineering Review:** Continuously review the contract document submissions and provide written comments on adherence to the project requirements, schedule, and constructability. Continuous reviews shall be as determined by the City and program manager. Formal submittals shall be reviewed according to the following schedule, but will be dependent on the timing of project advertisement:
 - a. 100% Construction Documents / Plan Check (depending on advertisement timing)
 - b. Backcheck/Bid Set (1-week Review Period)

TASK 2 - Plan Check & Bidding Phase

- 2.01 Addenda Review:** Administer the addenda process and provide a review of each addendum during the bid phase for time, cost, and constructability impact, and make appropriate comments and recommendations.
- 2.02 Bid Review, Evaluation, and Recommendations:** The CM shall assist the City as requested with the bid documents, the bid openings, and evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (as applicable). Make a formal report to the City regarding the potential award of the contracts, receive the bids, review the bids and prepare a bid evaluation and recommendations for the selection of bidders. Assemble and organize the contracts as required to perform the work by the plans and specifications for the Project. All construction work for the Project shall be competitively bid when required by law and awarded in no more than 90 days in accordance with normal requirements for general contractors. If the Project is funded with any State or Federal funds, CM shall comply with all applicable requirements.

TASK 3 - Construction Phase

- 3.01 Mobilization:** Coordinate with the contractor for proper set up and organization of field office. Office space for the CM will be provided by the contractor.
- 3.02 Pre-Construction Conference(s):** Conduct, in conjunction with the City and design consultants, pre-construction orientation conference(s) for the benefit of the

successful contractors and orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction.

- 3.03 Contract Administration:** In cooperation with the City, administer the construction contracts. Coordinate the mobilization of all contractors and shall coordinate construction sequencing. In addition, provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the City and its project team to complete the Project in accordance with the contract documents. Support the City with conformance with its State funding agreement.
- 3.04 Submittal Procedures:** Establish and implement procedures with the City and its project team to coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates, labor compliance documentation, and other procedures. Maintain logs, files and other necessary documentation. Establish a procedure for and collect certified payroll from the contractors for the Project.
- 3.05 Meetings:** Coordinate and conduct pre-construction, construction, and job-site progress meetings with the contractors, the City, and the project team as needed. Record, transcribe and distribute meeting minutes to all attendees, the City, and all other appropriate parties. Assist in the resolution of any technical construction issues.
- 3.06 Quality Assurance/Quality Control (QA/QC):** Establish and implement a QA/QC management plan for the Project which includes steps to observe, verify and document the specified level of construction quality.
- 3.07 Coordination of Technical Inspection and Testing:** Assist the City in selecting any special consultants or testing laboratories. Coordinate all testing required by the Contract Documents, design engineers, or other third parties with the special consultants.
- 3.08 Construction Observation:** Ensure the construction conforms to the approved plans and specifications. Coordinate with the City on call surveyor to verify contractor construction staking as needed. Observe that the materials and equipment being incorporated into the work are handled, stored, and installed properly and adequately and are in compliance with the contract documents for the Project. Guard against defects and deficiencies and advise the City of any deviations, defects, or deficiencies observed in the work.
- 3.09 Non-Conforming Work:** Review contractor's recommendations for corrective action on observed nonconforming work. Make recommendations to the City and its project team in instances where the CM observes work that is defective or not in conformance with the contract documents. Observe the contractor's work to verify that all authorized changes are properly incorporated in the Project.
- 3.10 Exercise of Contract Prerogatives:** Advise the City and make recommendations for exercising the City's Contract prerogatives, such as giving the contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.
- 3.11 Endorsements of Insurance; Performance and Payment Bonds:** Prior to contractors commencing any work on the Project, the CM shall obtain from the contractors and review for compliance with the contract documents the required insurance policy endorsements, including additional insured endorsements, the certificates of liability insurance and the faithful performance and payment bonds and after review and correction of any deficiencies in these documents forward them to the City. Further, the CM shall insure that contractors maintain in effect the required insurance and

bonds during their work on the Project and shall review any subsequent renewals or changes in insurance or bonds.

- 3.12** Progress Review: Keep a daily log containing a record of weather, the contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the City may require. Activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The CM shall identify problems encountered in accomplishing the work and recommend appropriate action to the City to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the City, the CM shall assist the contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the contractor(s), the City, program manager, and other appropriate parties. The report shall be delivered to the City upon completion of the Project.
- 3.13** Maintain On-Site Records: Develop and implement a comprehensive document management program. Ensure that records are maintained by the Contractor at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; and applicable handbooks and are ready for review by the City; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. At the completion of the Project, deliver all such records to the City and design engineer for preparation of record drawings, after which the record drawings shall be delivered to the City.
- 3.14** Schedule of Values and Processing of Payments: Review and recommend the Contractor's schedule of values for each of the activities included in that contractor's schedule of events. Review with the City and make recommendations to the City pertaining to payments to the contractors.
- 3.15** Evaluate Change Order Proposal Costs: Evaluate contractors' costs for proposed change orders and make a recommendation to the City regarding the acceptance of any proposals for a change order. The City and the project team will assist the CM in negotiating any change order costs and time extensions.
- 3.16** Change Order Reports: Ensure that all changes to any of the Contracts between the City and a contractor shall be by change order executed by the City. Prepare and distribute change order reports on a monthly basis. Identify their effect on the Contract price and Master Project Schedule.
- 3.17** Contractor Claims: Review with City and program manager all notices of claims and claims submitted by contractors against the City for any alleged cause. Perform an evaluation of the contents of such claim and make recommendations to the City before the time period established by law for City response to such claims has lapsed. If requested by the City, prepare estimates and alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the City and shall be used in claim rulings and negotiations. If requested by the City, negotiate claims with the contractor(s) on behalf of the City.
- 3.18** **Project Status Reports:** Prepare and distribute monthly a Project Status Report that shall include a report and update of all key items required to adequately manage the Project. A monthly construction summary shall be incorporated into the dedicated Project website, as discussed in Section e below.

- 3.19 Accounting Records:** Establish and administer an appropriate Project accounting system in conjunction with the City and maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 3.20 Permits:** Assist the City in obtaining all necessary permits for the Project, including without limitation, encroachment permits.
- 3.21 Initial Start-up and Testing:** With the City project team and the City's maintenance personnel, observe the contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project.
- 3.22 Storm Water Pollution Plan:** Monitor stormwater BMPs on the construction site and direct the contractor to address any deficiencies.

TASK 4 - Project Close-Out and Post Construction Phase

- 4.01 User Training:** The CM shall schedule and document all City training sessions, and arrange for supplementary information where needed, and arrange for manufacturers to provide training for maintenance and operations personnel.
- 4.02 Punch Lists:** In conjunction with the City and program manager, develop, schedule, and verify completion of any outstanding punch list of incomplete or non-conforming work. Assist the City in determining when the Project or a designated portion thereof is complete. Prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.
- 4.03 Equipment Instruction Manuals, Warranties, and Releases:** Obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers, and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys, and documents shall be reviewed and delivered to the City.
- 4.04 Project As-Builts, Close Out, and Warranties:** Review contractual requirements for record documents, including record drawings, close out documentation and warranties, and obtain and compile all required documentation for delivery to the City. Make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable record documents.
- 4.05 Final Claims Releases:** Obtain final claim releases, including release of any stop notices, from the Contractors as required by the contracts and State law.
- 4.06 Final Project Report and Payment:** Prepare the final payment documentation for prime contractors, and provide a final report to the City that includes:
 - a. A financial summary of all construction contracting, change orders, construction manager, consultant services, FF&E, and other costs associated with the Project.
 - b. A construction summary with final schedule review and update.
 - c. A final acceptance summary with signed receipts from City staff of all close out document submittals.
 - d. A final acceptance of receipt of all FF&E.
- 4.07 Year-End Walk Through:** Conduct a year-end walk through immediately prior to the expiration of the warranty period and ensure completion of noted items at no additional cost to the City.

TASK 5 - Public Outreach:

- 5.01 Public Relations Activities:** Assist the City in public relations including, but not limited to, preparation of Project information and attending internal meetings as required, including site meetings. The CM shall be the point of contact for the community during all phases of construction in regard to any complaints, questions, safety issues, noise problems, dust problems, and similar matters.
- 5.02 Digital / Online Outreach:** The City will have a project-specific website for this project. Assist with maintaining Project related social media, community outreach, coordination of community engagement events and presentations, maintaining community engagement and interested parties database.

Subconsultant work will be discussed with the Consultant and if it is determined to be beneficial and necessary, will be required to be approved in writing by the City prior to the start of any work.

Additional work not identified by these tasks may be determined to be required during the Project. Any additional work must be approved by the City in writing prior to the commencement of tasks not identified above.

EXHIBIT B – Compensation

*A detailed breakdown of fees by hours and billing rates are attached as Exhibit B-1.

Task	Fee
1. Pre-Construction Phase	\$ 28,146
2. Plan Check & Bidding Phase	\$ 5,948
3. Construction Phase	\$ 432,440
4. Project Close Out and Post Construction Phase	\$ 21,320
5. Public Outreach	\$ 22,068
6. ODC – Vehicle and Annual Rate Increase	\$ 12,620
Total Not-to-Exceed Amount	\$ 522,542

	Principal	Construction Manager IV	Construction Manager IV	Construction Manager II	Resident Inspector (Prevailing Wage - Group 2)	Technical Analyst II	Technical Analyst I	QC Review											
West Yost Associates	P \$373 Elizabeth	CM IV \$303 JP	CM IV \$303 Ted	CM II \$226 Michaela	RI_G2 \$235 Dan/Steve	TA II \$168 Amy	TA I \$141 Raven	P \$373 Elizabeth	Labor		BSK Materials Testing/ Special Inspection	CPT Public Outreach	BTE Trenchless Pipe Specialist	ASD Schedule/Claims Specialist - Pipe	DKS	Costs			
									Hours	Fee						Sub. w/ markup 10%	Other Direct	Total Costs	
PROJECT: City of Tracy Lammers Rd 20-in. Water Main Project CM&I-Rev1																			
Task 1 Pre-Construction Phase																			
1.01 Construction Management Work Plan		4	8	8		16		2	38	\$ 8,878								\$ 8,878	
1.02 Construction Management Coordination		4	8	16					28	\$ 7,252								\$ 7,252	
1.03 Construction Schedule		2	8	8					18	\$ 4,838				\$ 1,000		\$ 1,100		\$ 5,938	
1.04 Coordination/Engineering Review	2		8	8					18	\$ 4,978				\$ 1,000		\$ 1,100		\$ 6,078	
Subtotal, Task 1 (hours)	2	10	32	40	0	16	0	2	102										
Subtotal, Task 1 (\$)	\$ 746	\$ 3,030	\$ 9,696	\$ 9,040		\$ 2,688		\$ 746		\$ 25,946				\$ 2,000		\$ 2,200		\$ 28,146	
Task 2 Plan Check & Bidding Phase																			
2.01 Addenda Review			8						8	\$ 2,424				\$ 500		\$ 550		\$ 2,974	
2.02 Bid Review, Evaluation, and Recommendations			8						8	\$ 2,424				\$ 500		\$ 550		\$ 2,974	
Subtotal, Task 2 (hours)	0	0	16	0	0	0	0	0	16										
Subtotal, Task 2 (\$)			\$ 4,848							\$ 4,848				\$ 1,000		\$ 1,100		\$ 5,948	
Task 3 Construction Phase																			
3.01 Mobilization			2	4	4	8			18	\$ 3,794								\$ 3,794	
3.02 Pre-Construction Conferences		2	4	2	2	8			18	\$ 4,084								\$ 4,084	
3.03 Contract Administration		2	4	4		4			14	\$ 3,394								\$ 3,394	
3.04 Submittal Procedures			4	20		40			64	\$ 12,452					\$ 2,000	\$ 2,200		\$ 14,652	
3.05 Meetings		20	20	40	40	60			180	\$ 40,640								\$ 40,640	
3.06 Quality Assurance-Quality Control (QA/QC)		4	4	4	8				20	\$ 5,208								\$ 5,208	
3.07 Coordination of Technical Inspection and Testing				4					4	\$ 904	\$ 35,000					\$ 38,500		\$ 39,404	
3.08 Construction Observation			4	4	1000				1008	\$ 237,116			\$ 10,000			\$ 11,000		\$ 248,116	
3.09 Non-Conforming Work		2	2	4	8				16	\$ 3,996								\$ 3,996	
3.10 Exercise of Contract Prerogatives		2	2	4					8	\$ 2,116				\$ 500		\$ 550		\$ 2,666	
3.11 Endorsements of Insurance; Performance and Payment Bonds			2	4					6	\$ 1,510				\$ 500		\$ 550		\$ 2,060	
3.12 Progress Review			2	8					10	\$ 2,414								\$ 2,414	
3.13 Maintain On-Site Records				4		20			24	\$ 4,264								\$ 4,264	
3.14 Schedule of Values and Processing of Payments			4	10		24	48		86	\$ 14,272								\$ 14,272	
3.15 Evaluate Change Order Proposal Costs		2	4	24					30	\$ 7,242				\$ 500		\$ 550		\$ 7,792	
3.16 Change Order Reports		2	4	24		24			54	\$ 11,274								\$ 11,274	
3.17 Contractor Claims		2	4	8					14	\$ 3,626				\$ 500		\$ 550		\$ 4,176	
3.18 Project Status Reports			4	10		24			38	\$ 7,504								\$ 7,504	
3.19 Accounting Records		2	4	4		12			22	\$ 4,738								\$ 4,738	
3.20 Permits			4	4					8	\$ 2,116								\$ 2,116	
3.21 Initial Start-up and Testing			4	4	8				16	\$ 3,996								\$ 3,996	
3.22 Storm Water Pollution Plan					8				8	\$ 1,880								\$ 1,880	
Subtotal, Task 3 (hours)	0	40	82	194	1078	224	48	0	1666										
Subtotal, Task 3 (\$)		\$ 12,120	\$ 24,846	\$ 43,844	\$ 253,330	\$ 37,632	\$ 6,768			\$ 378,540	\$ 35,000		\$ 10,000	\$ 2,000	\$ 2,000	\$ 53,900		\$ 432,440	
Task 4 Project Close Out and Post Construction Phase																			
4.01 User Training				4		4			8	\$ 1,576								\$ 1,576	
4.02 Punch Lists			4	4	8	4			20	\$ 4,668								\$ 4,668	
4.03 Equipment Instruction Manuals, Warranties, and Releases				4		4			8	\$ 1,576								\$ 1,576	
4.04 Project As-Built's, Close Out, and Warranties				4	16				20	\$ 4,664								\$ 4,664	
4.05 Final Claims Releases		2	4	4					10	\$ 2,722								\$ 2,722	
4.06 Final Project Report and Payment		2	4	4					10	\$ 2,722								\$ 2,722	
4.07 Year-End Walk Through		2	2	4	4	2			14	\$ 3,392								\$ 3,392	
Subtotal, Task 4 (hours)	0	6	14	28	28	14	0	0	90										
Subtotal, Task 4 (\$)		\$ 1,818	\$ 4,242	\$ 6,328	\$ 6,580	\$ 2,352				\$ 21,320								\$ 21,320	
Task 5 Public Outreach																			
5.01 Public Relations Activities				8	16				24	\$ 5,568		\$ 12,000				\$ 13,200		\$ 18,768	
5.02 Digital/Online Outreach									0			\$ 3,000				\$ 3,300		\$ 3,300	
Subtotal, Task 5 (hours)	0	0	0	8	16	0	0	0	24										
Subtotal, Task 5 (\$)				\$ 1,808	\$ 3,760					\$ 5,568		\$ 15,000				\$ 16,500		\$ 22,068	
Task 6 ODC																			
6.01 Vehicle									0								\$ 12,620	\$ 12,620	
6.02 Annual Rate Increase									0										
Subtotal, Task 6 (hours)	0	0	0	0	0	0	0	0	0										
Subtotal, Task 6 (\$)																	\$ 12,620	\$ 12,620	
TOTAL (hours)	2	56	144	270	1,122	254	48	2	1,898										
TOTAL (\$)	\$ 746	\$ 16,968	\$ 43,632	\$ 61,020	\$ 263,670	\$ 42,672	\$ 6,768	\$ 746		\$ 436,222	\$ 35,000	\$ 15,000	\$ 10,000	\$ 5,000	\$ 2,000	\$ 73,700	\$ 12,620	\$ 522,542	



2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II	\$185 / \$215
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.



2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1(A) AWARDING A CONSTRUCTION CONTRACT TO ARB, INC. OF LAKE FOREST, CALIFORNIA, IN THE AMOUNT OF \$5,699,094 FOR THE LAMMERS 20-INCH WATER MAIN PROJECT, CIP 75160; AND

1(B) APPROVING A CONTINGENCY AMOUNT OF \$569,909 AND AUTHORIZING THE CITY MANAGER TO APPROVE CONSTRUCTION CONTRACT CHANGE ORDERS UP TO THE APPROVED CONTINGENCY AMOUNT, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(b); AND

1(C) AUTHORIZING A PROJECT NOT-TO-EXCEED CONSTRUCTION BUDGET OF \$7,226,500

WHEREAS, on June 4, 2019, City Council adopted Resolution No. 2019-116, authorizing the creation of a Capital Improvement Project (CIP) for the Lammers 20-Inch Water Main Project, CIP 75160; and

WHEREAS, on August 9, 2024, Staff prepared the plans, specifications and bid documents for the Lammers 20-Inch Water Main Project, CIP 75160, for competitive bids; bids were received and publicly opening on September 11, 2024 at 2:00 p.m., and resulted in the following bids:

<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
ARB, Inc.	Lake Forest	\$5,699,093.85
Teichert Construction	Stockton	\$5,823,000.00
Mozingo Construction, Inc.	Oakdale	\$6,222,625.00
Cratus, Inc.	San Francisco	\$6,712,061.25
Garney Pacific, Inc.	Tracy	\$6,808,880.00
Knife River Construction, Inc.	Stockton	\$7,089,635.00
Preston Pipelined Infrastructure, Inc,	Milpitas	\$7,150,000.00
DPI, Inc.	Livermore	\$7,317,185.00
KJ Woods Construction, Inc.	South San Francisco	\$8,188,000.00

; and

WHEREAS, the lowest bidder, ARB, Inc. of Lake Forest, was determined to be the lowest responsible bidder, is responsive, has the appropriate contractor's license in active standing with the State of California and has completed similar projects; and

WHEREAS, the Project has an approved budget of \$8,257,950 and a currently available balance of \$7,843.396; and

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15301 (b) for publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services; and be it

FURTHER RESOLVED: That the City Council hereby awards a construction contract to ARB, Inc., of Lake Forest, California in the amount of \$5,699,094 for the Lammers 20-Inch Water Main Project, CIP 75160; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Manager to approve construction contract change orders up to the contingency amount of \$569,909 if needed, pursuant to Tracy Municipal Code Section 2.20.090(b); and be it

FURTHER RESOLVED: That the City Council hereby authorizes the Not-to-Exceed Construction Budget of \$7,226,500.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the December 3, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

-
- (1) APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE LAMMERS 20-INCH WATER MAIN PROJECT, CIP 75160, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$522,542, AND**
(2) AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, construction management is critical and a required service for all City capital improvement projects and includes effective management of the projects schedule, cost, quality, safety, scope, and function amongst other things; and

WHEREAS, the Lammers 20-Inch Water Main Project, CIP 75160 (Project), is an approved Capital Improvement Project that will install 7,000 linear feet of water transmission pipeline to the Zone 3 water service area; and

WHEREAS, following Tracy Municipal Code, Section 2.20.140, a Request for Proposals (RFP) was posted on the City website for Construction Management Services on June 23, 2023, seeking proposals from qualified construction management experts for the Project; and

WHEREAS, the requested services include pre-construction, bidding, construction management, inspection, post-construction, and public outreach phases of the Project for the Project; and

WHEREAS, on July 13, 2023, the City received one proposal prior to the submittal deadline; and

WHEREAS, City staff reviewed the proposal and conducted a comprehensive evaluation, and found that West Yost Associates, Inc. (Consultant) was qualified to meet the needs of the City and demonstrated the competence and professional qualifications necessary to perform the required services; and

WHEREAS, City staff recommends that City Council award a Professional Services Agreement for the Services with Consultant (Agreement); and

WHEREAS, the negotiated fee for the Services under the Agreement is \$522,542 which includes the following:

Task	Fee
1. Pre-Construction Phase	\$ 28,146
2. Plan Check & Bidding Phase	\$ 5,948
3. Construction Phase	\$ 432,440
4. Project Close Out and Post Construction Phase	\$ 21,320

5. Public Outreach	\$ 22,068
6. ODC – Vehicle and Annual Rate Increase	\$ 12,620
Total Not-to-Exceed Amount	\$ 522,542

; and

WHEREAS, the Project (CIP 75160) is an approved Capital Improvement Project with a budget of \$8,257,950, and there are sufficient funds available for the not-to-exceed amount of \$522,542; and

WHEREAS, CIP 75160 is fully funded by the Water Master Plan and Recycled Water Master Plan Fees; and

NOW, THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this Resolution will not result in a physical change in the environment and therefore is not considered as a “project” as defined by Section 21065 of the Public Resources Code; and be it

FURTHER RESOLVED: This action is consistent with the City’s Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the delivery of safe and clean water; and be it

FURTHER RESOLVED: That the City Council hereby approves and authorizes the execution of the Professional Services Agreement with West Yost Associates, Inc., attached as Exhibit 1 for the Services, which includes a total not-to-exceed amount of \$522,542; and be it

FURTHER RESOLVED: After review and approval by the City Attorney, the Mayor may execute the PSA.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on December 3, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
 NOES: COUNCIL MEMBERS:
 ABSENT: COUNCIL MEMBERS:
 ABSTENTION: COUNCIL MEMBERS:

 NANCY D. YOUNG
 Mayor of the City of Tracy, California

ATTEST: _____
 ADRIANNE RICHARDSON
 City Clerk and Clerk of the Council of the
 City of Tracy, California

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
WEST YOST ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE
LAMMERS 20-INCH WATER MAIN PROJECT, CIP 75160**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and West Yost Associates, Inc., a California Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain a Consultant to provide Construction Management Services (**Services**) for the Lammers 20-Inch Water Main Project, CIP 75160, (**Project**) and to carry out the services set forth in Exhibit A, which is attached hereto and incorporated herein by this reference (as further defined elsewhere in this Agreement, **Services or Project**); and
- B.** On June 23, 2023, the City issued a Request for Proposals (RFP) for the City's Lammers 20" Water Main Project, CIP 75160. Prior to the submittal due date, the City staff was contacted by four (4) consulting firms interested in submitting a proposal for the Project, however, prior to the submittal due date, two firms contacted City staff stating that they were not able to propose on the project due to staffing shortages; and
- C.** On July 6, 2023, the City received one proposal. A panel of three City staff members from two departments reviewed the proposals and determined that the Consultant demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services, and possessed the skills, experience and certifications required to provide the services.
- D.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E.** This Agreement is being executed pursuant to Resolution No. _____, which was adopted by the City of Tracy's City Council on December 3, 2024.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the Services, including those described in Exhibit "A". The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: J.P. Davis, Project Manager. Consultant shall not replace its Authorized Representative or use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any such subcontractor or subconsultant.

2. Time of Performance. Time is of the critical importance in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay,

and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on December 3, 2024 and expire and terminate automatically on June 20, 2026 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one (1) year and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$522,542. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City.

No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including locations, zone, times, dates, and names of persons performing the services.

3.2.1 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for meeting the applicable standard of care in providing services 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, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of the Scope of Work under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third-party mediator in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Consultant Status. Consultant is an independent Consultant and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

9.1 Non-Exclusive Professional Services Agreement. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services that Consultant is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

10. Conflicts of Interest. Consultant (including its employees, agents, subcontractors and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant represents and confirms that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this Agreement, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

To Consultant:

City of Tracy
Office of Director for Operations & Utilities
520 S. Tracy Blvd
Tracy, CA 95376
Publicworks@cityoftracy.org

Elizabeth Drayer, PE
West Yost Associates, Inc.
2020 Research Park Drive,
Suite 100
Davis, CA 95618

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances. Consultant makes no other representations and no warranties, whether express or implied, with respect to its services performed under this Agreement.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

13.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's prior written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement in a manner consistent with the Standard of Care.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of Consultants, subconsultants and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify, and hold the City, its officials, officers,

employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subcontractor or subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended entity and that it is in good standing. If Consultant is suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and confirm that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

West Yost Associates, Inc.



By: Nancy D. Young

Title: Mayor

Date: _____

By: Elizabeth T. Drayer, PE

Title: Vice President

Date: September 24, 2024

Attest:

Federal Employer Tax ID No. 63-0370826

Adrianne Richardson, City Clerk



By: Lindsay Smith

Title: Treasurer

Date: September 24, 2024

Approved as to form:

Bijal M. Patel, City Attorney

Exhibits:

- A Scope of Work (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

TASK 1 - Pre-Construction Phase

- 1.01 Construction Management Work Plan:** Prepare a Construction Management Work Plan, which shall define the procedures and systems to receive, transmit, log, track, monitor, file and create reports for all construction correspondence and documents. Such construction correspondence and documents shall include, but not be limited to daily inspection reports, shop drawings/construction submittals, Contractor's requests for information, general correspondence, design change notices, contract change orders, project schedules, test reports, construction progress photos, and other documents necessary to administer the construction contract.
- 1.02 Construction Management Coordination:** General coordination with City and its project team including, but not limited to, virtually attending weekly coordination meetings as requested. City project team includes project program manager, grant administrator, and design engineers.
- 1.03 Construction Schedule:** Develop, manage, and maintain a detailed project schedule for the construction phase activities of the project utilizing a software program that is based on the critical path method of scheduling. The schedule shall reflect the project design and construction milestones. The CM shall identify the software they propose to utilize for the construction schedule in their proposal.
- 1.04 Coordination / Engineering Review:** Continuously review the contract document submissions and provide written comments on adherence to the project requirements, schedule, and constructability. Continuous reviews shall be as determined by the City and program manager. Formal submittals shall be reviewed according to the following schedule, but will be dependent on the timing of project advertisement:
 - a. 100% Construction Documents / Plan Check (depending on advertisement timing)
 - b. Backcheck/Bid Set (1-week Review Period)

TASK 2 - Plan Check & Bidding Phase

- 2.01 Addenda Review:** Administer the addenda process and provide a review of each addendum during the bid phase for time, cost, and constructability impact, and make appropriate comments and recommendations.
- 2.02 Bid Review, Evaluation, and Recommendations:** The CM shall assist the City as requested with the bid documents, the bid openings, and evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (as applicable). Make a formal report to the City regarding the potential award of the contracts, receive the bids, review the bids and prepare a bid evaluation and recommendations for the selection of bidders. Assemble and organize the contracts as required to perform the work by the plans and specifications for the Project. All construction work for the Project shall be competitively bid when required by law and awarded in no more than 90 days in accordance with normal requirements for general contractors. If the Project is funded with any State or Federal funds, CM shall comply with all applicable requirements.

TASK 3 - Construction Phase

- 3.01 Mobilization:** Coordinate with the contractor for proper set up and organization of field office. Office space for the CM will be provided by the contractor.
- 3.02 Pre-Construction Conference(s):** Conduct, in conjunction with the City and design consultants, pre-construction orientation conference(s) for the benefit of the

successful contractors and orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction.

- 3.03 Contract Administration:** In cooperation with the City, administer the construction contracts. Coordinate the mobilization of all contractors and shall coordinate construction sequencing. In addition, provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the City and its project team to complete the Project in accordance with the contract documents. Support the City with conformance with its State funding agreement.
- 3.04 Submittal Procedures:** Establish and implement procedures with the City and its project team to coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates, labor compliance documentation, and other procedures. Maintain logs, files and other necessary documentation. Establish a procedure for and collect certified payroll from the contractors for the Project.
- 3.05 Meetings:** Coordinate and conduct pre-construction, construction, and job-site progress meetings with the contractors, the City, and the project team as needed. Record, transcribe and distribute meeting minutes to all attendees, the City, and all other appropriate parties. Assist in the resolution of any technical construction issues.
- 3.06 Quality Assurance/Quality Control (QA/QC):** Establish and implement a QA/QC management plan for the Project which includes steps to observe, verify and document the specified level of construction quality.
- 3.07 Coordination of Technical Inspection and Testing:** Assist the City in selecting any special consultants or testing laboratories. Coordinate all testing required by the Contract Documents, design engineers, or other third parties with the special consultants.
- 3.08 Construction Observation:** Ensure the construction conforms to the approved plans and specifications. Coordinate with the City on call surveyor to verify contractor construction staking as needed. Observe that the materials and equipment being incorporated into the work are handled, stored, and installed properly and adequately and are in compliance with the contract documents for the Project. Guard against defects and deficiencies and advise the City of any deviations, defects, or deficiencies observed in the work.
- 3.09 Non-Conforming Work:** Review contractor's recommendations for corrective action on observed nonconforming work. Make recommendations to the City and its project team in instances where the CM observes work that is defective or not in conformance with the contract documents. Observe the contractor's work to verify that all authorized changes are properly incorporated in the Project.
- 3.10 Exercise of Contract Prerogatives:** Advise the City and make recommendations for exercising the City's Contract prerogatives, such as giving the contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.
- 3.11 Endorsements of Insurance; Performance and Payment Bonds:** Prior to contractors commencing any work on the Project, the CM shall obtain from the contractors and review for compliance with the contract documents the required insurance policy endorsements, including additional insured endorsements, the certificates of liability insurance and the faithful performance and payment bonds and after review and correction of any deficiencies in these documents forward them to the City. Further, the CM shall insure that contractors maintain in effect the required insurance and

bonds during their work on the Project and shall review any subsequent renewals or changes in insurance or bonds.

- 3.12** Progress Review: Keep a daily log containing a record of weather, the contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the City may require. Activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The CM shall identify problems encountered in accomplishing the work and recommend appropriate action to the City to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the City, the CM shall assist the contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the contractor(s), the City, program manager, and other appropriate parties. The report shall be delivered to the City upon completion of the Project.
- 3.13** Maintain On-Site Records: Develop and implement a comprehensive document management program. Ensure that records are maintained by the Contractor at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; and applicable handbooks and are ready for review by the City; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. At the completion of the Project, deliver all such records to the City and design engineer for preparation of record drawings, after which the record drawings shall be delivered to the City.
- 3.14** Schedule of Values and Processing of Payments: Review and recommend the Contractor's schedule of values for each of the activities included in that contractor's schedule of events. Review with the City and make recommendations to the City pertaining to payments to the contractors.
- 3.15** Evaluate Change Order Proposal Costs: Evaluate contractors' costs for proposed change orders and make a recommendation to the City regarding the acceptance of any proposals for a change order. The City and the project team will assist the CM in negotiating any change order costs and time extensions.
- 3.16** Change Order Reports: Ensure that all changes to any of the Contracts between the City and a contractor shall be by change order executed by the City. Prepare and distribute change order reports on a monthly basis. Identify their effect on the Contract price and Master Project Schedule.
- 3.17** Contractor Claims: Review with City and program manager all notices of claims and claims submitted by contractors against the City for any alleged cause. Perform an evaluation of the contents of such claim and make recommendations to the City before the time period established by law for City response to such claims has lapsed. If requested by the City, prepare estimates and alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the City and shall be used in claim rulings and negotiations. If requested by the City, negotiate claims with the contractor(s) on behalf of the City.
- 3.18** **Project Status Reports:** Prepare and distribute monthly a Project Status Report that shall include a report and update of all key items required to adequately manage the Project. A monthly construction summary shall be incorporated into the dedicated Project website, as discussed in Section e below.

- 3.19 Accounting Records:** Establish and administer an appropriate Project accounting system in conjunction with the City and maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 3.20 Permits:** Assist the City in obtaining all necessary permits for the Project, including without limitation, encroachment permits.
- 3.21 Initial Start-up and Testing:** With the City project team and the City's maintenance personnel, observe the contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project.
- 3.22 Storm Water Pollution Plan:** Monitor stormwater BMPs on the construction site and direct the contractor to address any deficiencies.

TASK 4 - Project Close-Out and Post Construction Phase

- 4.01 User Training:** The CM shall schedule and document all City training sessions, and arrange for supplementary information where needed, and arrange for manufacturers to provide training for maintenance and operations personnel.
- 4.02 Punch Lists:** In conjunction with the City and program manager, develop, schedule, and verify completion of any outstanding punch list of incomplete or non-conforming work. Assist the City in determining when the Project or a designated portion thereof is complete. Prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.
- 4.03 Equipment Instruction Manuals, Warranties, and Releases:** Obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers, and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys, and documents shall be reviewed and delivered to the City.
- 4.04 Project As-Builts, Close Out, and Warranties:** Review contractual requirements for record documents, including record drawings, close out documentation and warranties, and obtain and compile all required documentation for delivery to the City. Make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable record documents.
- 4.05 Final Claims Releases:** Obtain final claim releases, including release of any stop notices, from the Contractors as required by the contracts and State law.
- 4.06 Final Project Report and Payment:** Prepare the final payment documentation for prime contractors, and provide a final report to the City that includes:
 - a. A financial summary of all construction contracting, change orders, construction manager, consultant services, FF&E, and other costs associated with the Project.
 - b. A construction summary with final schedule review and update.
 - c. A final acceptance summary with signed receipts from City staff of all close out document submittals.
 - d. A final acceptance of receipt of all FF&E.
- 4.07 Year-End Walk Through:** Conduct a year-end walk through immediately prior to the expiration of the warranty period and ensure completion of noted items at no additional cost to the City.

TASK 5 - Public Outreach:

- 5.01 Public Relations Activities:** Assist the City in public relations including, but not limited to, preparation of Project information and attending internal meetings as required, including site meetings. The CM shall be the point of contact for the community during all phases of construction in regard to any complaints, questions, safety issues, noise problems, dust problems, and similar matters.
- 5.02 Digital / Online Outreach:** The City will have a project-specific website for this project. Assist with maintaining Project related social media, community outreach, coordination of community engagement events and presentations, maintaining community engagement and interested parties database.

Subconsultant work will be discussed with the Consultant and if it is determined to be beneficial and necessary, will be required to be approved in writing by the City prior to the start of any work.

Additional work not identified by these tasks may be determined to be required during the Project. Any additional work must be approved by the City in writing prior to the commencement of tasks not identified above.

EXHIBIT B – Compensation

*A detailed breakdown of fees by hours and billing rates are attached as Exhibit B-1.

Task	Fee
1. Pre-Construction Phase	\$ 28,146
2. Plan Check & Bidding Phase	\$ 5,948
3. Construction Phase	\$ 432,440
4. Project Close Out and Post Construction Phase	\$ 21,320
5. Public Outreach	\$ 22,068
6. ODC – Vehicle and Annual Rate Increase	\$ 12,620
Total Not-to-Exceed Amount	\$ 522,542

	Principal	Construction Manager IV	Construction Manager IV	Construction Manager II	Resident Inspector (Prevailing Wage - Group 2)	Technical Analyst II	Technical Analyst I	QC Review											
West Yost Associates	P \$373 Elizabeth	CM IV \$303 JP	CM IV \$303 Ted	CM II \$226 Michaela	RI_G2 \$235 Dan/Steve	TA II \$168 Amy	TA I \$141 Raven	P \$373 Elizabeth	Labor		BSK Materials Testing/ Special Inspection	CPT Public Outreach	BTE Trenchless Pipe Specialist	ASD Schedule/Claims Specialist - Pipe	DKS	Costs			
									Hours	Fee						Sub. w/ markup 10%	Other Direct	Total Costs	
PROJECT: City of Tracy Lammers Rd 20-in. Water Main Project CM&I-Rev1																			
Task 1 Pre-Construction Phase																			
1.01 Construction Management Work Plan		4	8	8		16		2	38	\$ 8,878								\$ 8,878	
1.02 Construction Management Coordination		4	8	16					28	\$ 7,252								\$ 7,252	
1.03 Construction Schedule		2	8	8					18	\$ 4,838				\$ 1,000		\$ 1,100		\$ 5,938	
1.04 Coordination/Engineering Review			8	8					18	\$ 4,978				\$ 1,000		\$ 1,100		\$ 6,078	
Subtotal, Task 1 (hours)	2	10	32	40	0	16	0	2	102										
Subtotal, Task 1 (\$)	\$ 746	\$ 3,030	\$ 9,696	\$ 9,040		\$ 2,688		\$ 746		\$ 25,946				\$ 2,000		\$ 2,200		\$ 28,146	
Task 2 Plan Check & Bidding Phase																			
2.01 Addenda Review			8						8	\$ 2,424				\$ 500		\$ 550		\$ 2,974	
2.02 Bid Review, Evaluation, and Recommendations			8						8	\$ 2,424				\$ 500		\$ 550		\$ 2,974	
Subtotal, Task 2 (hours)	0	0	16	0	0	0	0	0	16										
Subtotal, Task 2 (\$)			\$ 4,848							\$ 4,848				\$ 1,000		\$ 1,100		\$ 5,948	
Task 3 Construction Phase																			
3.01 Mobilization			2	4	4	8			18	\$ 3,794								\$ 3,794	
3.02 Pre-Construction Conferences		2	4	2	2	8			18	\$ 4,084								\$ 4,084	
3.03 Contract Administration		2	4	4		4			14	\$ 3,394								\$ 3,394	
3.04 Submittal Procedures			4	20		40			64	\$ 12,452					\$ 2,000	\$ 2,200		\$ 14,652	
3.05 Meetings		20	20	40	40	60			180	\$ 40,640								\$ 40,640	
3.06 Quality Assurance-Quality Control (QA/QC)		4	4	4	8				20	\$ 5,208								\$ 5,208	
3.07 Coordination of Technical Inspection and Testing				4					4	\$ 904	\$ 35,000					\$ 38,500		\$ 39,404	
3.08 Construction Observation			4	4	1000				1008	\$ 237,116			\$ 10,000			\$ 11,000		\$ 248,116	
3.09 Non-Conforming Work		2	2	4	8				16	\$ 3,996								\$ 3,996	
3.10 Exercise of Contract Prerogatives		2	2	4					8	\$ 2,116				\$ 500		\$ 550		\$ 2,666	
3.11 Endorsements of Insurance; Performance and Payment Bonds			2	4		6			6	\$ 1,510				\$ 500		\$ 550		\$ 2,060	
3.12 Progress Review			2	8		10			10	\$ 2,414								\$ 2,414	
3.13 Maintain On-Site Records				4		20			24	\$ 4,264								\$ 4,264	
3.14 Schedule of Values and Processing of Payments			4	10		24	48		86	\$ 14,272								\$ 14,272	
3.15 Evaluate Change Order Proposal Costs		2	4	24		30			30	\$ 7,242				\$ 500		\$ 550		\$ 7,792	
3.16 Change Order Reports		2	4	24		24			54	\$ 11,274								\$ 11,274	
3.17 Contractor Claims		2	4	8		14			14	\$ 3,626				\$ 500		\$ 550		\$ 4,176	
3.18 Project Status Reports			4	10		38			38	\$ 7,504								\$ 7,504	
3.19 Accounting Records		2	4	4		12			22	\$ 4,738								\$ 4,738	
3.20 Permits			4	4		8			8	\$ 2,116								\$ 2,116	
3.21 Initial Start-up and Testing			4	4	8				16	\$ 3,996								\$ 3,996	
3.22 Storm Water Pollution Plan					8				8	\$ 1,880								\$ 1,880	
Subtotal, Task 3 (hours)	0	40	82	194	1078	224	48	0	1666										
Subtotal, Task 3 (\$)		\$ 12,120	\$ 24,846	\$ 43,844	\$ 253,330	\$ 37,632	\$ 6,768			\$ 378,540	\$ 35,000		\$ 10,000	\$ 2,000	\$ 2,000	\$ 53,900		\$ 432,440	
Task 4 Project Close Out and Post Construction Phase																			
4.01 User Training				4		4			8	\$ 1,576								\$ 1,576	
4.02 Punch Lists			4	4	8	4			20	\$ 4,668								\$ 4,668	
4.03 Equipment Instruction Manuals, Warranties, and Releases				4		4			8	\$ 1,576								\$ 1,576	
4.04 Project As-Builts, Close Out, and Warranties				4	16				20	\$ 4,664								\$ 4,664	
4.05 Final Claims Releases		2	4	4					10	\$ 2,722								\$ 2,722	
4.06 Final Project Report and Payment		2	4	4					10	\$ 2,722								\$ 2,722	
4.07 Year-End Walk Through		2	2	4	4	2			14	\$ 3,392								\$ 3,392	
Subtotal, Task 4 (hours)	0	6	14	28	28	14	0	0	90										
Subtotal, Task 4 (\$)		\$ 1,818	\$ 4,242	\$ 6,328	\$ 6,580	\$ 2,352				\$ 21,320								\$ 21,320	
Task 5 Public Outreach																			
5.01 Public Relations Activities				8	16				24	\$ 5,568		\$ 12,000				\$ 13,200		\$ 18,768	
5.02 Digital/Online Outreach									0			\$ 3,000				\$ 3,300		\$ 3,300	
Subtotal, Task 5 (hours)	0	0	0	8	16	0	0	0	24										
Subtotal, Task 5 (\$)				\$ 1,808	\$ 3,760					\$ 5,568		\$ 15,000				\$ 16,500		\$ 22,068	
Task 6 ODC																			
6.01 Vehicle									0								\$ 12,620	\$ 12,620	
6.02 Annual Rate Increase									0										
Subtotal, Task 6 (hours)	0	0	0	0	0	0	0	0	0										
Subtotal, Task 6 (\$)																	\$ 12,620	\$ 12,620	
TOTAL (hours)																			
TOTAL (\$)	\$ 746	\$ 16,968	\$ 43,632	\$ 61,020	\$ 263,670	\$ 42,672	\$ 6,768	\$ 746		\$ 436,222	\$ 35,000	\$ 15,000	\$ 10,000	\$ 5,000	\$ 2,000	\$ 73,700	\$ 12,620	\$ 522,542	



2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II	\$185 / \$215
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.



2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:

- 1. Approving the execution of a Professional Services Agreement with Pestmaster Services, L.P. for pest control services at City facilities for an initial term of two years, with compensation not to exceed \$35,977.00 annually; and**
- 2. Authorizing five additional one-year administrative extensions contingent upon budget availability and satisfactory performance.**

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution by the City Council approving the execution of a Professional Services Agreement (PSA) with Pestmaster Services L.P. (Contractor) to provide pest control services at City of Tracy (City) facilities for an initial term of two years and for a total not-to-exceed amount of \$35,977.00 annually. Staff is also requesting the City Council to authorize additional five one-year administrative extensions contingent upon budget availability and satisfactory performance. The Contractor has been selected as the most qualified and responsive bidder from the list of proposals received in response to the Request for Proposals (RFP) issued on September 30, 2024. The existing PSA is expiring on December 31, 2024. This agreement is needed to facilitate uninterrupted pest control services for the City.

BACKGROUND AND LEGISLATIVE HISTORY

There are approximately 73 sites that require pest control services to properly maintain a pest free environment. These services include monthly, bi-monthly, and quarterly applications of non-flammable pesticides to combat pests such as spiders, cockroaches, beetles, ants, wasps, winged and biting insects, mice, and other rodents. Some of these facilities are leased and managed pursuant to the Joint Powers Agreement (JPA) of the South San Joaquin County Fire Authority (Fire Authority) executed on February 20, 2024. Section 4.5(A) of the JPA specifically states that the Fire Authority is responsible for maintenance and ordinary repair of all leased facilities. Staff acknowledges that providing pest control services to the City facilities leased under JPA is a deviation from the terms of the agreement but seeks to proceed with this contract as the City has always done it that way. City staff also provides other routine maintenance to the leased facilities. The net financial impact to the City is that it absorbs 100% of the cost of such maintenance instead of only its prorata share under the JPA formula and has ongoing responsibility for ensuring that the work is done. The City Attorney has advised the JPA be amended to account for this as well as other deviations between practice and the terms of the agreement.

The sites are as follows:

FACILITY/SITE			
City Hall – Civic Center 333 Civic Center Plaza	Old Jail House 25 W. 7th Street	Tracy Sports Complex 955 Crossroads Drive Meeting & Restroom	Ball Park 2300 N Tracy Blvd
Community Center 950 East Street	Airport FBO Building 29633 S. Tracy Blvd.	Tracy Sports Complex 955 Crossroads Drive Concession Stand	Park n Ride next to 2422 Naglee
Police Station 1000 Civic Center Drive	Boyd Service Center (BSC) Admin 520 Tracy Blvd	Tracy Sports Complex 955 Crossroads Drive Maintenance Building, Booster Pump Station, Irrigation Cabinet	Lincoln Well - both buildings 200 E Eaton Ave
Senior Center 375 E. 9th Street	BSC Transit Building 520 Tracy Blvd	Clyde Bland Park Lowell Ave. & Blanford Ln. Restroom, Booster Pump Station, Irrigation Controller Cabinet	NEI Tank - Control 1399 N Chrisman Rd
Support Services Building 325 Civic Center Plaza	BSC Garage 520 Tracy Blvd.	Ceciliani Park Cypress Drive & Louisiana Ln. Restroom, Booster Pump Station, Irrigation Cabinet	Linne Tank - both buildings 238 Glenhaven Dr
Police Annex Facility 400 E. 10th Street	BSC Shops B 520 Tracy Blvd.	Dr. Powers Park Lowell Ave. & Tracy Blvd. Restroom	Water Plant - Operations 6649 S Tracy Blvd
Police Gun Range 7299 S. Tracy Blvd Restrooms Only	BSC Shops C 520 Tracy Blvd.	Galli Family Park Lowell Ave. & Orchard Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structures	Water Plant - Chemical Bld 6649 S Tracy Blvd

Tracy City Library 20 E. Eaton Ave.	BSC Warehouse 520 Tracy Blvd.	Hoyt Park Third Street & Dale O'Dell Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structure	Water Plant - UV Bld 6649 S Tracy Blvd
Tracy Transit Station 50 E. 6th Street	BSC Trailer #1 520 Tracy Blvd.	Kenner Park Kavanagh Ave. & Golden Springs Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structures	Water Plant - Electrical 1/MCC 6649 S. Tracy Blvd
Fire Administration 835 Central Ave.	BSC Trailer #2 520 Tracy Blvd.	Larsen Park Central Ave. & Ferdinand St. Restroom, Irrigation	Water Plant - Blower Bld 6649 S. Tracy Blvd
Fire Station #91 1701 W. Eleventh Street	Construction Trailer #1 520 Tracy Blvd.	Lincoln Park East St. & Eaton Ave. Restroom, Out Buildings, Irrigation Cabinets, Gazebo, Shade Structure	Water Plant - Maintenance 6649 S. Tracy Blvd
Fire Station #92 1035 E. Grant Line Rd.	Construction Trailer #2 520 Tracy Blvd.	McDonald Park Central Ave. & First St. Restroom, Splash Pad Building	Wastewater Plant - Maintenance 3900 Holly Dr
Fire Station #93 1400 W. Durham Ferry Rd.	Tracy Historic Museum 1141 Adam Street	Thoming Park Sycamore Pkwy & Cambridge Pl. Booster Pump Station, Irrigation Cabinet, Shade Structures	Wastewater Plant - Trailer 3900 Holly Dr
Fire Station #94 16502 W. Schulte Rd.	Tracy Animal Shelter 2375 Paradise Rd.	Legacy Fields Concession Stands, Restroom, Grandstands, and Conex Boxes (2)	Wastewater Plant - Admin/Lab 3900 Holly Dr
Fire Station #96 1800 W. Grant Line Rd.	Joe Wilson Pool 900 Lowell Ave.	Zanussi Park Promenade Circle Booster Pump Station, Irrigation Controller Cabinet, Gazebo	Wastewater Plant - Operations Bld 3900 Holly Dr

Fire Station #97 595 W. Central Ave.	Storage Buildings 609 6th Street	Cordes Ranch 5926 Hood Way	Wastewater Plant - Sugar Shack 3900 Holly Dr
Fire Support Service 301 W. Grant Line Rd.	Tracy Ballpark 23rd Street (between Tracy Blvd. and Bessie Ave.) Press Box and Restroom	TH Zone 4 alley next to 3294 Telluride St	Wastewater Plant - Storage 3900 Holly Dr
Grand Theatre 715 Central Ave.	Lammersville Schoolhouse Lowell Ave.	Th Zone 5 top of Phase II building	

Since the existing PSA is expiring on December 31, 2024, the City issued an RFP for the pest control services for the above noted City Facilities on September 30, 2024. All proposals were submitted to the Department of Public Works on October 17, 2024. Pestmaster Services was selected as the most qualified bidder who demonstrated the competence and professional qualifications necessary to meet City's requirements. After negotiations between the City and Contractor, the parties reached an agreement for the performance of services from January 1, 2025, to December 31, 2026, with an option to extend for another five (5) years, not to exceed seven (7) years total.

ANALYSIS

On September 30, 2024, in accordance with TMC 2.20.180, the City issued an RFP for the proposed services and published it on the City's website. A total of three proposals were received prior to the deadline. See chart below:

Vendor	Annual Cost
Pestmaster Services, LLC.	\$35,977
Central Sierra Enterprise	\$86,020
Mary's Pest Control	\$117,360

During the selection process, Staff reviewed the submitted proposals based on the completeness of their proposal, understanding of work, labor, experience, and price. After evaluating the proposals, Pestmaster Services was selected as the lowest and most qualified bidder and best fit for the City's needs for pest control services.

Staff has negotiated and reached terms for an agreement with Pestmaster Services, with an initial term of the agreement from January 1, 2025, to December 31, 2026. At the end of the initial contract term, if the City determines that the Contractor has satisfactorily performed all requirements in this Agreement, and upon recommendation from the Public Works Director to the City Manager, an administrative approval may extend this Agreement for up to an additional five (5) years in any combination, not to exceed a total agreement length of seven (7) years.

FISCAL IMPACT

The cost of the services provided by the vendor for the current fiscal year in the amount of \$35,977 is accounted for in the adopted FY24-25 annual Building Maintenance budget. Future years of the contract will be included with each year's annual adopted operating budget.

As noted above, staff acknowledges that providing pest control services to the City facilities leased under the JPA is a deviation from the terms of the agreement but seeks to proceed with this contract as the City has always done it that way. City staff also provide other routine maintenance to the leased facilities. The net financial impact to the City is that it absorbs 100% of the cost of such maintenance instead of only its prorata share under the JPA formula. However, it should be further noted that the Rural District is also paying for pest control for their facilities and if both agencies were to move their costs to the JPA, the City fiscal impact would be neutral or possibly higher.

The City Attorney has advised the JPA be amended to account for this as well as other deviations between practice and the terms of the agreement.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the health and safety of the Tracy community and Staff.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution:

1. Approving the execution of a Professional Services Agreement with Pestmaster Services, L.P. for pest control services of City facilities for an initial term of two years, with compensation not to exceed \$35,977.00 annually; and
2. Authorizing five additional one-year administrative extensions contingent upon budget availability and satisfactory performance.

Prepared by: Jim Thompson, Superintendent, Operations

Reviewed by: David Murphy, Assistant Director of Operations
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Karin Schnaider, Acting City Manager

ATTACHMENTS:

Attachment A - Professional Services Agreement with Pestmaster Services, L.P.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Pestmaster Services, L.P., a Nevada Limited Partnership

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Pestmaster Services, L.P., a Nevada Limited Partnership ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain the professional services of Consultant to perform pest control services as further described herein and in Exhibit A.
- B.** On October 1, 2024, the City issued a Request for Proposals (RFP) for the Scope of Work defined below. On October 17, 2024, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2), the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.
- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.
- D.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140(3), and City Council Resolution No. _____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Eric Werner, Operations Manager. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.
- 2. Time of Performance.** Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise

communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on January 1, 2025, and expire and terminate automatically on December 31, 2026, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of 5 year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis for Scope of Work performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$251,837 (two hundred fifty-one thousand eight hundred thirty-seven) Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

3.2.1 If Consultant is providing the Scope of Work in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services and portions of Scope of Work described on the invoice(s) and approved by the City.

3.4 Final Payment. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services or performance of the Scope of Work. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or 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, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of the Scope of Work under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its

own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first

*Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.*

to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To the City:
City of Tracy
Attn: Public Works Director
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Pestmaster Services, L.P.
Attn: Brian Wilk
9716 South Virginia Street, Ste E-F
Reno, NV 89511

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. General Provisions.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's performance of the Scope of Work will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's advance written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such

Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

12.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

12.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees,

*Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.*

shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[Signature Page to Follow]

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

Pestmaster Services, L.P., a Nevada Limited Partnership

Signed by:
By: Robert G. Huelin
5FEBD6AB0E9242F...
Robert Huelin
Title: Chief Legal Officer/General Partner
Date: 11/11/2024 | 11:11 AM PST

Federal Employer Tax ID No. _____

Exhibits:

A	Scope of Work
B	Compensation

EXHIBIT A - Scope of Work

1. DESCRIPTION OF WORK:

The intent and purpose of these specifications are to provide for pest control services at various City sites as described in these Specifications in a safe, neat, and workmanlike manner.

2. SCOPE OF SERVICES:

Furnish all labor, materials, methods, processes, tools, machinery, equipment, transportation, and services necessary for pest control at various City sites. The City reserves the right to increase or decrease the number of sites requiring pest control services during the term of the Agreement.

3. COMPLETION OF WORK:

The Contractor must provide the Public Works Department a schedule of work to be completed. The location, day, and approximate time of the work must be provided. Payment will not be made to the Contractor if the Contractor does not provide advance notification of all work to be completed.

4. METHODS OF PEST CONTROL:

All pesticides used must be non-flammable, secured when unattended, and registered by the US Environmental Protection Agency and the State of California.

Before an application is made, the Contractor must notify the Public Works Superintendent or designee, of precautionary actions, if any, that may need to be taken.

Contractor must not apply any pesticide product that has not been approved for the use by Federal and State regulatory agencies.

Contractor to provide an environment free from, but not limited to, the following pests:

- a. Spiders, cockroaches, and beetles
- b. Crickets and other hoppers
- c. Ants (all species), earwigs, sow bugs, silverfish, and other crawling insects
- d. Fleas and other biting insects
- e. Wasps, hornets, and other stinging insects nesting in the interior or exterior, up to a maximum height of two stories
- f. Moths and other flying pests
- g. Weevils and other food pests
- h. Mice, rats, and other rodents

The pest control services must be performed in/on all sites listed below, occupied or unoccupied, including, but not limited to: basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls/enclosures, kitchens, dining rooms, cafeterias, food preparation and storage areas, refuse containers and surrounding storage areas, offices, lavatory and shower areas, hallways, and lounge areas.

All Contractor personnel working in or around City facilities and sites must wear distinctive uniform clothing and identification.

The Contractor must perform a thorough inspection during every service. Following each scheduled service, the Contractor must submit a written report to the Public Works Superintendent or designee listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc. Should the scheduled services not be totally effective, or interrupt institutional activities, the Contractor will be required to provide necessary services at alternate times agreeable to the City facility, at no additional cost. Complaints and service requirements, including recall work required between scheduled service visits, must be handled within 24 hours after notification and will be at no additional cost to the City.

City of Tracy Facilities/Sites

FACILITY/SITE	APPLICATIONS FREQUENCY
City Hall – Civic Center 333 Civic Center Plaza	12 - Monthly
Community Center 950 East Street	12 – Monthly
Police Station 1000 Civic Center Drive	12 - Monthly
Senior Center 375 E. 9 th Street	12 – Monthly
Support Services Building 325 Civic Center Plaza	12 – Monthly
Police Annex Facility 400 E. 10 th Street	12 – Monthly
Police Gun Range 7299 S. Tracy Blvd Restrooms Only	12 - Monthly
Tracy City Library 20 E. Eaton Ave.	12 – Monthly
Tracy Transit Station 50 E. 6 th Street	12 – Monthly
Fire Administration 835 Central Ave.	12 – Monthly
Fire Station #91 1701 W. Eleventh Street	12 – Monthly
Fire Station #92 1035 E. Grant Line Rd.	12 – Monthly
Fire Station #93 1400 W. Durham Ferry Rd.	12 – Monthly
Fire Station #94 16502 W. Schulte Rd.	12 – Monthly
Fire Station #96 1800 W. Grant Line Rd.	12 – Monthly
Fire Station #97 595 W. Central Ave.	12 – Monthly
Fire Support Service 301 W. Grant Line Rd.	12 – Monthly
Grand Theatre 715 Central Ave.	12 – Monthly
Old Jail House 25 W. 7 th Street	12 - Monthly

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

FACILITY/SITE	APPLICATIONS FREQUENCY
Airport FBO Building 29633 S. Tracy Blvd.	12 – Monthly
Boyd Service Center (BSC) Admin. 520 Tracy Blvd.	12 – Monthly
BSC Transit Building 520 Tracy Blvd.	12 – Monthly
BSC Garage 520 Tracy Blvd.	12 – Monthly
BSC Shops B 520 Tracy Blvd.	12 – Monthly
BSC Shops C 520 Tracy Blvd.	12 – Monthly
BSC Warehouse 520 Tracy Blvd.	12 – Monthly
BSC Trailer #1 520 Tracy Blvd.	12 – Monthly
Tracy Historic Museum 1141 Adam Street	12 – Monthly
Tracy Animal Shelter 2375 Paradise Rd.	12 – Monthly
Joe Wilson Pool 900 Lowell Ave.	12 – Monthly
Storage Buildings 609 6 th Street	12 – Monthly
Tracy Ballpark 23 rd Street (between Tracy Blvd. and Bessie Ave.) Press Box and Restroom	12 - Monthly
Lammersville Schoolhouse Lowell Ave. & Blanford Ln.	12 - Monthly
Tracy Sports Complex 955 Crossroads Drive Meeting & Restroom	12 – Monthly
Tracy Sports Complex 955 Crossroads Drive Concession Stand	12 – Monthly
Tracy Sports Complex 955 Crossroads Drive Maintenance Building, Booster Pump Station, Irrigation Cabinet	12 – Monthly
Cordes Ranch 5926 Hood Way Inside and Outside	6 - Bimonthly
TH Zone 4 Alley next to 3924 Telluride St Inside and outside	6 - Bimonthly
TH Zone 5 Top of Phase II Building Inside and Outside	6 - Bimonthly

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

FACILITY/SITE	APPLICATIONS FREQUENCY
Ball Park 2300 N Tracy Blvd Inside and Outside	6 - Bimonthly
Park n Ride Next to 2422 Naglee Inside and Outside	6 - Bimonthly
Lincoln Well 200 E. Eaton Ave Inside and outside	6 - Bimonthly
NEI Tank - Control Room 1399 N. Chrisman Rd Inside and outside	6 - Bimonthly
Linne Well - Both buildings 238 Glenhaven Dr Inside and outside	6 - Bimonthly
Water Treatment Plant - Operations Building 6649 S. Tracy Blvd Outside only	6 - Bimonthly
Water Treatment Plant - Chemical Building 6649 S. Tracy Blvd Inside and outside	6 - Bimonthly
Water Treatment Plant - UV Building 6649 S. Tracy Blvd Inside and outside	6 - Bimonthly
Water Treatment Plant - Electrical 1/MCC 6649 S. Tracy Blvd Inside and Outside	6 - Bimonthly
Water Treatment Plant - Blower Building 6649 S. Tracy Blvd Inside and Outside	6 - Bimonthly
Water Treatment Plant – Maintenance Shop 6649 S. Tracy Blvd Outside only	6 - Bimonthly
Hoyt Park Third Street & Dale O'Dell Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structure	4 – Quarterly
Kenner Park Kavanagh Ave. & Golden Springs Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structures	4 - Quarterly
Larsen Park Central Ave. & Ferdinand St. Restroom, Irrigation Controller Cabinet	4 – Quarterly
Lincoln Park East St. & Eaton Ave. Restroom, Out Buildings, Irrigation Cabinets, Gazebo, Shade Structure	4 – Quarterly

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

FACILITY/SITE	APPLICATIONS FREQUENCY
McDonald Park Central Ave. & First St. Restroom, Splash Pad Building	4 - Quarterly
Thoming Park Sycamore Pkwy & Cambridge Pl. Booster Pump Station, Irrigation Cabinet, Shade Structures	4 - Quarterly
Legacy Fields Concession Stands, Restroom, Grandstands, and Conex Boxes (2)	4 - Quarterly
Zanussi Park Promenade Circle Booster Pump Station, Irrigation Controller Cabinet, Gazebo	4 - Quarterly
Wastewater Treatment Plant - Maintenance Shop 3900 Holly Dr Outside	4 - Quarterly
Wastewater Treatment Plant - Trailer 3900 Holly Dr Outside	4 – Quarterly
Wastewater Treatment Plant - Admin/Lab Building 3900 Holly Dr Outside	4 - Quarterly
Wastewater Treatment Plant - Operations Building 3900 Holly Drive Inside and Outside	4 – Quarterly
Wastewater Treatment Plant - Sugar Shack 3900 Holly Drive Inside and Outside	4 – quarterly
Wastewater Treatment Plant – Storage 3900 Holly Drive Inside and Outside	4 – Quarterly
Clyde Bland Park Lowell Ave. & Blanford Ln. Restroom, Booster Pump Station, Irrigation Controller Cabinet	4 – Quarterly
Dr. Powers Park Lowell Ave. & Tracy Blvd. Restroom	4 - Quarterly
Galli Family Park Lowell Ave & Orchard Restroom, Booster Pump Station, irrigation Cabinet, Shade Structures	4 – Quarterly

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

EXHIBIT B - Compensation

Consultant's total compensation under this Agreement shall not exceed \$251,837 (two hundred fifty-one thousand eight hundred thirty-seven) Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

Schedule Services

FACILITY/SITE	PRICE PER SITE	APPLICATIONS FREQUENCY	TOTAL ANNUAL COST
City Hall – Civic Center 333 Civic Center Plaza	\$59.25	12 - Monthly	\$711.00
Community Center 950 East Street	\$59.25	12 – Monthly	\$711.00
Police Station 1000 Civic Center Drive	\$59.25	12 - Monthly	\$711.00
Senior Center 375 E. 9 th Street	\$59.25	12 – Monthly	\$711.00
Support Services Building 325 Civic Center Plaza	\$59.25	12 – Monthly	\$711.00
Police Annex Facility 400 E. 10 th Street	\$59.25	12 – Monthly	\$711.00
Police Gun Range 7299 S. Tracy Blvd Restrooms Only	\$59.25	12 - Monthly	\$711.00
Tracy City Library 20 E. Eaton Ave.	\$59.25	12 – Monthly	\$711.00
Tracy Transit Station 50 E. 6 th Street	\$59.25	12 – Monthly	\$711.00
Fire Administration 835 Central Ave.	\$59.25	12 – Monthly	\$711.00
Fire Station #91 1701 W. Eleventh Street	\$59.25	12 – Monthly	\$711.00
Fire Station #92 1035 E. Grant Line Rd.	\$59.25	12 – Monthly	\$711.00
Fire Station #93 1400 W. Durham Ferry Rd.	\$59.25	12 – Monthly	\$711.00
Fire Station #94 16502 W. Schulte Rd.	\$59.25	12 – Monthly	\$711.00
Fire Station #96 1800 W. Grant Line Rd.	\$59.25	12 – Monthly	\$711.00

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

Fire Station #97 595 W. Central Ave.	\$59.25	12 – Monthly	\$711.00
Fire Support Service 301 W. Grant Line Rd.	\$59.25	12 – Monthly	\$711.00
Grand Theatre 715 Central Ave.	\$59.25	12 – Monthly	\$711.00
Old Jail House 25 W. 7 th Street	\$59.25	12 - Monthly	\$711.00
Airport FBO Building 29633 S. Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
Boyd Service Center (BSC) Admin. 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Transit Building 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Garage 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Shops B 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Shops C 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Warehouse 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Trailer #1 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
Tracy Historic Museum 1141 Adam Street	\$59.25	12 – Monthly	\$711.00
Tracy Animal Shelter 2375 Paradise Rd.	\$59.25	12 – Monthly	\$711.00
Joe Wilson Pool 900 Lowell Ave.	\$59.25	12 – Monthly	\$711.00
Storage Buildings 609 6 th Street	\$59.25	12 – Monthly	\$711.00
Tracy Ballpark 23 rd Street (between Tracy Blvd & Bessie Ave) Press Box and Restroom	\$59.25	12 - Monthly	\$711.00
Lammersville Schoolhouse Lowell Ave. & Blanford Ln.	\$59.25	12 - Monthly	\$711.00
Tracy Sports Complex 955 Crossroads Drive Meeting & Restroom	\$59.25	12 – Monthly	\$711.00
Tracy Sports Complex 955 Crossroads Drive Concession Stand	\$59.25	12 – Monthly	\$711.00
Tracy Sports Complex 955 Crossroads Drive Maintenance Building, Booster Pump Station, Irrigation Cabinet	\$59.25	12 – Monthly	\$711.00
Cordes Ranch 5926 Hood Way Inside and Outside	\$59.25	6 - Bimonthly	\$355.00

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

TH Zone 4 Alley next to 3924 Telluride St Inside and outside	\$59.25	6 - Bimonthly	\$355.00
TH Zone 5 Top of Phase II Building Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Ball Park 2300 N Tracy Blvd Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Park n Ride Next to 2422 Naglee Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Lincoln Well 200 E. Eaton Ave Inside and outside	\$59.25	6 - Bimonthly	\$355.00
NEI Tank - Control Room 1399 N. Chrisman Rd Inside and outside	\$59.25	6 - Bimonthly	\$355.00
Linne Well - Both buildings 238 Glenhaven Dr Inside and outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - Operations Building 6649 S. Tracy Blvd Outside only	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - Chemical Building 6649 S. Tracy Blvd Inside and outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - UV Building 6649 S. Tracy Blvd Inside and outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - Electrical 1/MCC 6649 S. Tracy Blvd Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - Blower Building 6649 S. Tracy Blvd Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant – Maint. Shop 6649 S. Tracy Blvd Outside only	\$59.25	6 - Bimonthly	\$355.00
Hoyt Park Third Street & Dale O'Dell Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structure	\$59.25	4 – Quarterly	\$237.00
Kenner Park Kavanagh Ave. & Golden Springs Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structures	\$59.25	4 - Quarterly	\$237.00

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

Larsen Park Central Ave. & Ferdinand St. Restroom, Irrigation Controller Cabinet	\$59.25	4 – Quarterly	\$237.00
Lincoln Park East St. & Eaton Ave. Restroom, Out Buildings, Irrigation Cabinets, Gazebo, Shade Structure	\$59.25	4 – Quarterly	\$237.00
McDonald Park Central Ave. & First St. Restroom, Splash Pad Building	\$59.25	4 - Quarterly	\$237.00
Thoming Park Sycamore Pkwy & Cambridge Pl. Booster Pump Station, Irrigation Cabinet, Shade Structures	\$59.25	4 - Quarterly	\$237.00
Legacy Fields Concession Stands, Restroom, Grandstands, and Conex Boxes (2)	\$59.25	4 - Quarterly	\$237.00
Zanussi Park Promenade Circle Booster Pump Station, Irrigation Controller Cabinet, Gazebo	\$59.25	4 - Quarterly	\$237.00
Wastewater Treatment Plant - Maintenance Shop 3900 Holly Dr Outside	\$59.25	4 - Quarterly	\$237.00
Wastewater Treatment Plant - Trailer 3900 Holly Dr Outside	\$59.25	4 – Quarterly	\$237.00
Wastewater Treatment Plant - Admin/Lab Building 3900 Holly Dr Outside	\$59.25	4 - Quarterly	\$237.00
Wastewater Treatment Plant - Operations Building 3900 Holly Drive Inside and Outside	\$59.25	4 – Quarterly	\$237.00
Wastewater Treatment Plant - Sugar Shack 3900 Holly Drive Inside and Outside	\$59.25	4 – quarterly	\$237.00
Wastewater Treatment Plant – Storage 3900 Holly Drive Inside and Outside	\$59.25	4 – Quarterly	\$237.00
Clyde Bland Park Lowell Ave. & Blanford Ln. Restroom, Booster Pump Station, Irrigation Controller Cabinet	\$59.25	4 – Quarterly	\$237.00
Dr. Powers Park Lowell Ave. & Tracy Blvd. Restroom	\$59.25	4 - Quarterly	\$237.00

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

Galli Family Park Lowell Ave & Orchard Restroom, Booster Pump Station, irrigation Cabinet, Shade Structures	\$59.25	4 – Quarterly	\$237.00

EXTRA WORK

FACILITY	HOURLY RATE
First Hour	\$ 100.00
Additional Hours	\$ 79.00

EMERGENCY SERVICES

FACILITY	HOURLY RATE
First Hour	\$ 150.00
Additional Hours	\$ 118.50

ADDITIONAL FACILITY

Price per square footage: \$0.0325 per square foot

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PESTMASTER SERVICES, L.P. FOR PEST CONTROL SERVICES OF CITY FACILITIES FOR AN INITIAL TERM OF TWO YEARS, WITH COMPENSATION NOT TO EXCEED \$35,977.00 ANNUALLY; AND

(2) AUTHORIZING FIVE (5) ADDITIONAL ONE-YEAR ADMINISTRATIVE EXTENSIONS CONTINGENT UPON BUDGET AVAILABILITY AND SATISFACTORY PERFORMANCE

WHEREAS, the City of Tracy has approximately 73 sites that require pest control services to properly maintain a pest free environment; and

WHEREAS, some of these facilities are leased and managed pursuant to the Joint Powers Agreement of the South San Joaquin County Fire Authority (JPA) executed on February 20th, 2024; and

WHEREAS, Section 4.5(A) of the JPA specifically state that the Fire Authority is responsible for maintenance and ordinary repair of all the leased facilities; and

WHEREAS, staff acknowledges that providing pest control services to the facilities leased under JPA is a deviation from the term of the agreement; and

WHEREAS, the net financial impact to the City is that it absorbs 100% of the cost of such maintenance instead of only its prorata share under the JPA formula and has ongoing responsibility for ensuring the work is done; and

WHEREAS, these services include monthly, bi-monthly, and quarterly applications of non-flammable pesticides to combat pests such as spiders, cockroaches, beetles, ants, wasps, winged and biting insects, mice, and other rodents; and

WHEREAS, the existing Professional Service Agreement (PSA) for these services is expiring on December 31, 2024 and a new PSA is needed to facilitate uninterrupted pest control services for the City; and

WHEREAS, on September 30, 2024, in accordance with TMC 2.20.180, the City issued an RFP for the proposed services and published it on the City's website; and

WHEREAS, a total of three proposals were received prior to the deadline. See chart below:

Vendor	Annual Cost
Pestmaster Services, LLC.	\$35,977
Central Sierra Enterprise	\$86,020
Mary's Pest Control	\$117,360

and;

WHEREAS, staff reviewed the submitted proposals based on the completeness of their proposal, understanding of work, labor, experience, and selected Pestmaster Services (Contractor) as the lowest and most qualified bidder and that best fits the City's needs for pest control services; and

WHEREAS, staff has negotiated and reached terms for a PSA with Pestmaster Services, for an initial term of the agreement from January 1, 2025, to December 31, 2026 and for an annual not to exceed amount of \$35,977; and

WHEREAS, the cost of the services provided by the Contractor for the current fiscal year in the amount of \$35,977 will be accounted for in the adopted FY24-25 annual Building Maintenance budget; and; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy approves the execution of a Professional Services Agreement with Pestmaster Services, L.P. attached as Exhibit 1 for pest control services at City facilities for an initial term of two years, with compensation not to exceed \$35,977.00 annually; and be it

FURTHER RESOLVED: That the City Council authorizes five additional one-year administrative extensions contingent upon budget availability and satisfactory performance.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on December 3, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1: Professional Services Agreement with Pestmaster Services, L.P.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Pestmaster Services, L.P., a Nevada Limited Partnership

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Pestmaster Services, L.P., a Nevada Limited Partnership ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain the professional services of Consultant to perform pest control services as further described herein and in Exhibit A.
- B. On October 1, 2024, the City issued a Request for Proposals (RFP) for the Scope of Work defined below. On October 17, 2024, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2), the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.
- D. This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140(3), and City Council Resolution No. _____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Eric Werner, Operations Manager. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. **Time of Performance.** Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise

communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on January 1, 2025, and expire and terminate automatically on December 31, 2026, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of 5 year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis for Scope of Work performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$251,837 (two hundred fifty-one thousand eight hundred thirty-seven) Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

3.2.1 If Consultant is providing the Scope of Work in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services and portions of Scope of Work described on the invoice(s) and approved by the City.

3.4 Final Payment. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services or performance of the Scope of Work. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or 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, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of the Scope of Work under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its

own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first

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to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To the City:
City of Tracy
Attn: Public Works Director
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Pestmaster Services, L.P.
Attn: Brian Wilk
9716 South Virginia Street, Ste E-F
Reno, NV 89511

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. General Provisions.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's performance of the Scope of Work will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's advance written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such

Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

12.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

12.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees,

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shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[Signature Page to Follow]

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As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

Pestmaster Services, L.P., a Nevada Limited Partnership

Signed by:
By: Robert G. Huelin
5FEBD6AB0E9242F...
Robert Huelin
Title: Chief Legal Officer/General Partner
Date: 11/11/2024 | 11:11 AM PST

Federal Employer Tax ID No. _____

Exhibits:

A	Scope of Work
B	Compensation

EXHIBIT A - Scope of Work

1. DESCRIPTION OF WORK:

The intent and purpose of these specifications are to provide for pest control services at various City sites as described in these Specifications in a safe, neat, and workmanlike manner.

2. SCOPE OF SERVICES:

Furnish all labor, materials, methods, processes, tools, machinery, equipment, transportation, and services necessary for pest control at various City sites. The City reserves the right to increase or decrease the number of sites requiring pest control services during the term of the Agreement.

3. COMPLETION OF WORK:

The Contractor must provide the Public Works Department a schedule of work to be completed. The location, day, and approximate time of the work must be provided. Payment will not be made to the Contractor if the Contractor does not provide advance notification of all work to be completed.

4. METHODS OF PEST CONTROL:

All pesticides used must be non-flammable, secured when unattended, and registered by the US Environmental Protection Agency and the State of California.

Before an application is made, the Contractor must notify the Public Works Superintendent or designee, of precautionary actions, if any, that may need to be taken.

Contractor must not apply any pesticide product that has not been approved for the use by Federal and State regulatory agencies.

Contractor to provide an environment free from, but not limited to, the following pests:

- a. Spiders, cockroaches, and beetles
- b. Crickets and other hoppers
- c. Ants (all species), earwigs, sow bugs, silverfish, and other crawling insects
- d. Fleas and other biting insects
- e. Wasps, hornets, and other stinging insects nesting in the interior or exterior, up to a maximum height of two stories
- f. Moths and other flying pests
- g. Weevils and other food pests
- h. Mice, rats, and other rodents

The pest control services must be performed in/on all sites listed below, occupied or unoccupied, including, but not limited to: basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls/enclosures, kitchens, dining rooms, cafeterias, food preparation and storage areas, refuse containers and surrounding storage areas, offices, lavatory and shower areas, hallways, and lounge areas.

All Contractor personnel working in or around City facilities and sites must wear distinctive uniform clothing and identification.

The Contractor must perform a thorough inspection during every service. Following each scheduled service, the Contractor must submit a written report to the Public Works Superintendent or designee listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc. Should the scheduled services not be totally effective, or interrupt institutional activities, the Contractor will be required to provide necessary services at alternate times agreeable to the City facility, at no additional cost. Complaints and service requirements, including recall work required between scheduled service visits, must be handled within 24 hours after notification and will be at no additional cost to the City.

City of Tracy Facilities/Sites

FACILITY/SITE	APPLICATIONS FREQUENCY
City Hall – Civic Center 333 Civic Center Plaza	12 - Monthly
Community Center 950 East Street	12 – Monthly
Police Station 1000 Civic Center Drive	12 - Monthly
Senior Center 375 E. 9 th Street	12 – Monthly
Support Services Building 325 Civic Center Plaza	12 – Monthly
Police Annex Facility 400 E. 10 th Street	12 – Monthly
Police Gun Range 7299 S. Tracy Blvd Restrooms Only	12 - Monthly
Tracy City Library 20 E. Eaton Ave.	12 – Monthly
Tracy Transit Station 50 E. 6 th Street	12 – Monthly
Fire Administration 835 Central Ave.	12 – Monthly
Fire Station #91 1701 W. Eleventh Street	12 – Monthly
Fire Station #92 1035 E. Grant Line Rd.	12 – Monthly
Fire Station #93 1400 W. Durham Ferry Rd.	12 – Monthly
Fire Station #94 16502 W. Schulte Rd.	12 – Monthly
Fire Station #96 1800 W. Grant Line Rd.	12 – Monthly
Fire Station #97 595 W. Central Ave.	12 – Monthly
Fire Support Service 301 W. Grant Line Rd.	12 – Monthly
Grand Theatre 715 Central Ave.	12 – Monthly
Old Jail House 25 W. 7 th Street	12 - Monthly

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FACILITY/SITE	APPLICATIONS FREQUENCY
Airport FBO Building 29633 S. Tracy Blvd.	12 – Monthly
Boyd Service Center (BSC) Admin. 520 Tracy Blvd.	12 – Monthly
BSC Transit Building 520 Tracy Blvd.	12 – Monthly
BSC Garage 520 Tracy Blvd.	12 – Monthly
BSC Shops B 520 Tracy Blvd.	12 – Monthly
BSC Shops C 520 Tracy Blvd.	12 – Monthly
BSC Warehouse 520 Tracy Blvd.	12 – Monthly
BSC Trailer #1 520 Tracy Blvd.	12 – Monthly
Tracy Historic Museum 1141 Adam Street	12 – Monthly
Tracy Animal Shelter 2375 Paradise Rd.	12 – Monthly
Joe Wilson Pool 900 Lowell Ave.	12 – Monthly
Storage Buildings 609 6 th Street	12 – Monthly
Tracy Ballpark 23 rd Street (between Tracy Blvd. and Bessie Ave.) Press Box and Restroom	12 - Monthly
Lammersville Schoolhouse Lowell Ave. & Blanford Ln.	12 - Monthly
Tracy Sports Complex 955 Crossroads Drive Meeting & Restroom	12 – Monthly
Tracy Sports Complex 955 Crossroads Drive Concession Stand	12 – Monthly
Tracy Sports Complex 955 Crossroads Drive Maintenance Building, Booster Pump Station, Irrigation Cabinet	12 – Monthly
Cordes Ranch 5926 Hood Way Inside and Outside	6 - Bimonthly
TH Zone 4 Alley next to 3924 Telluride St Inside and outside	6 - Bimonthly
TH Zone 5 Top of Phase II Building Inside and Outside	6 - Bimonthly

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FACILITY/SITE	APPLICATIONS FREQUENCY
Ball Park 2300 N Tracy Blvd Inside and Outside	6 - Bimonthly
Park n Ride Next to 2422 Naglee Inside and Outside	6 - Bimonthly
Lincoln Well 200 E. Eaton Ave Inside and outside	6 - Bimonthly
NEI Tank - Control Room 1399 N. Chrisman Rd Inside and outside	6 - Bimonthly
Linne Well - Both buildings 238 Glenhaven Dr Inside and outside	6 - Bimonthly
Water Treatment Plant - Operations Building 6649 S. Tracy Blvd Outside only	6 - Bimonthly
Water Treatment Plant - Chemical Building 6649 S. Tracy Blvd Inside and outside	6 - Bimonthly
Water Treatment Plant - UV Building 6649 S. Tracy Blvd Inside and outside	6 - Bimonthly
Water Treatment Plant - Electrical 1/MCC 6649 S. Tracy Blvd Inside and Outside	6 - Bimonthly
Water Treatment Plant - Blower Building 6649 S. Tracy Blvd Inside and Outside	6 - Bimonthly
Water Treatment Plant – Maintenance Shop 6649 S. Tracy Blvd Outside only	6 - Bimonthly
Hoyt Park Third Street & Dale O'Dell Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structure	4 – Quarterly
Kenner Park Kavanagh Ave. & Golden Springs Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structures	4 - Quarterly
Larsen Park Central Ave. & Ferdinand St. Restroom, Irrigation Controller Cabinet	4 – Quarterly
Lincoln Park East St. & Eaton Ave. Restroom, Out Buildings, Irrigation Cabinets, Gazebo, Shade Structure	4 – Quarterly

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FACILITY/SITE	APPLICATIONS FREQUENCY
McDonald Park Central Ave. & First St. Restroom, Splash Pad Building	4 - Quarterly
Thoming Park Sycamore Pkwy & Cambridge Pl. Booster Pump Station, Irrigation Cabinet, Shade Structures	4 - Quarterly
Legacy Fields Concession Stands, Restroom, Grandstands, and Conex Boxes (2)	4 - Quarterly
Zanussi Park Promenade Circle Booster Pump Station, Irrigation Controller Cabinet, Gazebo	4 - Quarterly
Wastewater Treatment Plant - Maintenance Shop 3900 Holly Dr Outside	4 - Quarterly
Wastewater Treatment Plant - Trailer 3900 Holly Dr Outside	4 – Quarterly
Wastewater Treatment Plant - Admin/Lab Building 3900 Holly Dr Outside	4 - Quarterly
Wastewater Treatment Plant - Operations Building 3900 Holly Drive Inside and Outside	4 – Quarterly
Wastewater Treatment Plant - Sugar Shack 3900 Holly Drive Inside and Outside	4 – quarterly
Wastewater Treatment Plant – Storage 3900 Holly Drive Inside and Outside	4 – Quarterly
Clyde Bland Park Lowell Ave. & Blanford Ln. Restroom, Booster Pump Station, Irrigation Controller Cabinet	4 – Quarterly
Dr. Powers Park Lowell Ave. & Tracy Blvd. Restroom	4 - Quarterly
Galli Family Park Lowell Ave & Orchard Restroom, Booster Pump Station, irrigation Cabinet, Shade Structures	4 – Quarterly

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EXHIBIT B - Compensation

Consultant's total compensation under this Agreement shall not exceed \$251,837 (two hundred fifty-one thousand eight hundred thirty-seven) Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

Schedule Services

FACILITY/SITE	PRICE PER SITE	APPLICATIONS FREQUENCY	TOTAL ANNUAL COST
City Hall – Civic Center 333 Civic Center Plaza	\$59.25	12 - Monthly	\$711.00
Community Center 950 East Street	\$59.25	12 – Monthly	\$711.00
Police Station 1000 Civic Center Drive	\$59.25	12 - Monthly	\$711.00
Senior Center 375 E. 9 th Street	\$59.25	12 – Monthly	\$711.00
Support Services Building 325 Civic Center Plaza	\$59.25	12 – Monthly	\$711.00
Police Annex Facility 400 E. 10 th Street	\$59.25	12 – Monthly	\$711.00
Police Gun Range 7299 S. Tracy Blvd Restrooms Only	\$59.25	12 - Monthly	\$711.00
Tracy City Library 20 E. Eaton Ave.	\$59.25	12 – Monthly	\$711.00
Tracy Transit Station 50 E. 6 th Street	\$59.25	12 – Monthly	\$711.00
Fire Administration 835 Central Ave.	\$59.25	12 – Monthly	\$711.00
Fire Station #91 1701 W. Eleventh Street	\$59.25	12 – Monthly	\$711.00
Fire Station #92 1035 E. Grant Line Rd.	\$59.25	12 – Monthly	\$711.00
Fire Station #93 1400 W. Durham Ferry Rd.	\$59.25	12 – Monthly	\$711.00
Fire Station #94 16502 W. Schulte Rd.	\$59.25	12 – Monthly	\$711.00
Fire Station #96 1800 W. Grant Line Rd.	\$59.25	12 – Monthly	\$711.00

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Fire Station #97 595 W. Central Ave.	\$59.25	12 – Monthly	\$711.00
Fire Support Service 301 W. Grant Line Rd.	\$59.25	12 – Monthly	\$711.00
Grand Theatre 715 Central Ave.	\$59.25	12 – Monthly	\$711.00
Old Jail House 25 W. 7 th Street	\$59.25	12 - Monthly	\$711.00
Airport FBO Building 29633 S. Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
Boyd Service Center (BSC) Admin. 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Transit Building 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Garage 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Shops B 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Shops C 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Warehouse 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
BSC Trailer #1 520 Tracy Blvd.	\$59.25	12 – Monthly	\$711.00
Tracy Historic Museum 1141 Adam Street	\$59.25	12 – Monthly	\$711.00
Tracy Animal Shelter 2375 Paradise Rd.	\$59.25	12 – Monthly	\$711.00
Joe Wilson Pool 900 Lowell Ave.	\$59.25	12 – Monthly	\$711.00
Storage Buildings 609 6 th Street	\$59.25	12 – Monthly	\$711.00
Tracy Ballpark 23 rd Street (between Tracy Blvd & Bessie Ave) Press Box and Restroom	\$59.25	12 - Monthly	\$711.00
Lammersville Schoolhouse Lowell Ave. & Blanford Ln.	\$59.25	12 - Monthly	\$711.00
Tracy Sports Complex 955 Crossroads Drive Meeting & Restroom	\$59.25	12 – Monthly	\$711.00
Tracy Sports Complex 955 Crossroads Drive Concession Stand	\$59.25	12 – Monthly	\$711.00
Tracy Sports Complex 955 Crossroads Drive Maintenance Building, Booster Pump Station, Irrigation Cabinet	\$59.25	12 – Monthly	\$711.00
Cordes Ranch 5926 Hood Way Inside and Outside	\$59.25	6 - Bimonthly	\$355.00

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TH Zone 4 Alley next to 3924 Telluride St Inside and outside	\$59.25	6 - Bimonthly	\$355.00
TH Zone 5 Top of Phase II Building Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Ball Park 2300 N Tracy Blvd Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Park n Ride Next to 2422 Naglee Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Lincoln Well 200 E. Eaton Ave Inside and outside	\$59.25	6 - Bimonthly	\$355.00
NEI Tank - Control Room 1399 N. Chrisman Rd Inside and outside	\$59.25	6 - Bimonthly	\$355.00
Linne Well - Both buildings 238 Glenhaven Dr Inside and outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - Operations Building 6649 S. Tracy Blvd Outside only	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - Chemical Building 6649 S. Tracy Blvd Inside and outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - UV Building 6649 S. Tracy Blvd Inside and outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - Electrical 1/MCC 6649 S. Tracy Blvd Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant - Blower Building 6649 S. Tracy Blvd Inside and Outside	\$59.25	6 - Bimonthly	\$355.00
Water Treatment Plant – Maint. Shop 6649 S. Tracy Blvd Outside only	\$59.25	6 - Bimonthly	\$355.00
Hoyt Park Third Street & Dale O'Dell Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structure	\$59.25	4 – Quarterly	\$237.00
Kenner Park Kavanagh Ave. & Golden Springs Dr. Restroom, Booster Pump Station, Irrigation Cabinet, Shade Structures	\$59.25	4 - Quarterly	\$237.00

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

Larsen Park Central Ave. & Ferdinand St. Restroom, Irrigation Controller Cabinet	\$59.25	4 – Quarterly	\$237.00
Lincoln Park East St. & Eaton Ave. Restroom, Out Buildings, Irrigation Cabinets, Gazebo, Shade Structure	\$59.25	4 – Quarterly	\$237.00
McDonald Park Central Ave. & First St. Restroom, Splash Pad Building	\$59.25	4 - Quarterly	\$237.00
Thoming Park Sycamore Pkwy & Cambridge Pl. Booster Pump Station, Irrigation Cabinet, Shade Structures	\$59.25	4 - Quarterly	\$237.00
Legacy Fields Concession Stands, Restroom, Grandstands, and Conex Boxes (2)	\$59.25	4 - Quarterly	\$237.00
Zanussi Park Promenade Circle Booster Pump Station, Irrigation Controller Cabinet, Gazebo	\$59.25	4 - Quarterly	\$237.00
Wastewater Treatment Plant - Maintenance Shop 3900 Holly Dr Outside	\$59.25	4 - Quarterly	\$237.00
Wastewater Treatment Plant - Trailer 3900 Holly Dr Outside	\$59.25	4 – Quarterly	\$237.00
Wastewater Treatment Plant - Admin/Lab Building 3900 Holly Dr Outside	\$59.25	4 - Quarterly	\$237.00
Wastewater Treatment Plant - Operations Building 3900 Holly Drive Inside and Outside	\$59.25	4 – Quarterly	\$237.00
Wastewater Treatment Plant - Sugar Shack 3900 Holly Drive Inside and Outside	\$59.25	4 – quarterly	\$237.00
Wastewater Treatment Plant – Storage 3900 Holly Drive Inside and Outside	\$59.25	4 – Quarterly	\$237.00
Clyde Bland Park Lowell Ave. & Blanford Ln. Restroom, Booster Pump Station, Irrigation Controller Cabinet	\$59.25	4 – Quarterly	\$237.00
Dr. Powers Park Lowell Ave. & Tracy Blvd. Restroom	\$59.25	4 - Quarterly	\$237.00

Professional Services Agreement between:
The City of Tracy and Pestmaster Services, L.P.

Galli Family Park Lowell Ave & Orchard Restroom, Booster Pump Station, irrigation Cabinet, Shade Structures	\$59.25	4 – Quarterly	\$237.00

EXTRA WORK

FACILITY	HOURLY RATE
First Hour	\$ 100.00
Additional Hours	\$ 79.00

EMERGENCY SERVICES

FACILITY	HOURLY RATE
First Hour	\$ 150.00
Additional Hours	\$ 118.50

ADDITIONAL FACILITY

Price per square footage: \$0.0325 per square foot

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving an On-Call List of legal professionals, for a term of three years with the option to extend for two additional three-year terms, to provide general advisory legal services, special counsel services, Assistant City Attorney services, litigation services and other matters as determined by the City Attorney.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution approving an On-Call List of legal professionals who will provide general advisory legal services, special counsel services, interim Assistant City Attorney services, litigation services, and services for specific matters as needed and determined by the City Attorney. The list will remain valid for a minimum term of three years, but it can be renewed for two additional three-year terms, as may be determined by the then City Attorney. As the list of attorneys providing municipal legal services in the State of California is relatively small and static, the need to renew the list frequently may not be necessary and should be left to the discretion of the then City Attorney. Also, as unique matters do arise from time to time, the City Attorney has the discretion, under the authority already delegated through the Tracy Municipal Code, to utilize other attorneys that are not on the On-Call List but offer specialized skills and immediate availability that may better serve the City's needs for any such specific matters.

Further, the Tracy Municipal Code already delegates contracting authority to the City Attorney, and such contracting authority is subject to the overall budgetary authority granted to the City Attorney's Office (CAO) by the City Council through the budget approval process. No additional contracting or budgetary action is requested at this time.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy is a general law city and under this form of government, the City Council appoints the City Manager and the City Attorney. The City Council appointed Bijal M. Patel to serve as the City Attorney for the City of Tracy commencing on April 25, 2022. In addition to Ms. Patel, the City Attorney's Office is staffed with one Assistant City Attorney position (which is currently unfilled), one Deputy City Attorney, one Paralegal and one Legal Secretary.

The duties of the CAO include, without limitation:

- Providing legal advice and opinions to the City Council, staff, commissions, committees, and officials, including reviewing all meeting agenda packets;
- Drafting and reviewing legal documents, such as contracts, ordinances, resolutions, and leases, including developing templates for routine City wide needs;
- Developing and implementing the goals, objectives, policies, procedures, and work standards for the City Attorney's office;
- Overseeing staff and day to day operations within the City Attorney's Office;

- Conferring with and advising City departments, and prepares legal opinions concerning their respective duties, powers, functions, and obligations;
- Evaluating legal claims filed against the City and recommending appropriate action; represents the City in collection of claims;
- Overseeing outside counsel and reviewing draft documents, opinions, and analysis as appropriate to ensure the rendering of appropriate legal services;
- Preparing and reviewing for legal sufficiency pleadings, motions, ordinances, resolutions, contracts, leases, deeds, permits, and other legal documents; and
- Providing legal advice related to the Public Records Act, the Brown Act and general municipal law and attending City Council and Planning Commission meetings.

Historically, the City has relied on assistance from outside counsel to provide advice on specialized areas of law, handle litigation matters which require extensive administrative support, and to increase the office's capacity on an as needed basis to serve its departmental clients. The extensive volume of routine legal work of the City is generally handled in-house by the CAO. However, for over half of calendar year 2023, the CAO consisted only of the City Attorney and the Legal Secretary due to sudden vacancies in the office. After a quick informal solicitation process, the City Attorney was able to enlist Price Postal and Parma to provide, immediately, dedicated hours of assistance each week to assist on reviewing the City's extensive contracts as well as related agenda packages. Additionally, as claims and other litigation matters continue to increase for the City, the need for outside legal services to handle these litigation services continues to increase.

ANALYSIS

On August 30, 2024, the CAO issued a Request for Proposals (RFP) for specific categories and sought attorney(s) or firm(s) with substantial experience in various municipal law practice areas to assist in meeting the specialized legal needs of the City. As the Assistant City Attorney position was vacant, the RFP also solicited proposals from interested firms to provide the services of that role, until that position is filled with an in-house candidate.

Proposals included a statement of qualifications that included descriptions of the attorney or firm's experience in any of the following practice areas:

General Municipal Law and Special Counsel Matters, including but not limited to:

- Public nuisance abatement and code enforcement issues including related litigation
- Advising and preparing documents relating to elections, including but not limited to drafting of sales tax ballot measures and other measures
- Development and implementation of amendments to the municipal code
- Establishment of utility rates, fees, and charges
- Providing advice and assistance with complex business agreements with private and public corporations and other entities (drafting, reviewing, negotiating and related litigation)
- General advisory services related to the Public Records Act, the Brown Act and general municipal law

Labor and Employment Matters, including but not limited to:

- Labor and employment litigation and administrative proceedings
- Drafting and reviewing personnel administrative policies and procedures
- Advising and assisting on employee disciplinary matters, grievances, and appeals
- Labor and employment advice, training and personnel investigations
- Employee disability issues – FEHA/ADA
- Risk management/ Workers compensation (public entity employer) Litigation Defense, including but not limited to:
 - Tort claims
 - Land use and planning matters
 - Construction Law/public works/prevaling wage matters
 - Public nuisance actions
 - Eminent domain and inverse condemnation actions

Real Property and Land Use, including but not limited to:

- Drafting and negotiating development agreements
- Compliance with the California Environmental Quality Act, Subdivision Map Act, and Planning and Zoning Laws
- Reviewing and processing development applications and entitlements
- Handling other land uses including property acquisitions, disposal, public improvements, easements, and dedications
- Wireless telecommunication land use regulatory issues
- Real estate transactions/commercial document preparation

Assistant City Attorney, Serve, as needed, the functions of an Assistant City Attorney to provide direct support to the City Attorney. Such duties include:

- Assists in the development and implementation of goals, objectives, policies, procedures, and work standards for the City Attorney's office.
- Provides technical advice to attorneys in the office; handles the more complex and difficult litigation and situations.
- Confers with and advises City departments, and prepares legal opinions concerning their respective duties, powers, functions, and obligations.
- Evaluates legal claims filed against the City and recommends appropriate action; represents the City in collection of claims.
- Renders legal opinions for City Staff, Planning Commission, and other boards.
- Prepares and reviews for legal sufficiency pleadings, motions, ordinances, resolutions, contracts, leases, deeds, permits, and other legal documents.
- Represents the City Attorney at City Council, board, commission, and committee meetings.
- Acts as the City Attorney on a relief basis.
- Performs other related duties as assigned.

The CAO received and reviewed sixteen (16) proposals from various law firms with vast experience in advising and representing municipalities. The RFP requested that the attorney assigned to each scope of services be identified so that the qualifications of the individual

proposed to perform the legal services' experience could be evaluated in conjunction with the law firm's experience.

The Respondents were required to provide proposed fee schedules including hourly rates for attorneys and support staff. If hourly billing rates would vary for different types of work, such as litigation or cost recovery, an indication of rates charged for each type of service was required. The hourly rates quoted were to include all salary and compensation, and all overhead expenses, profits and other employee costs, including but not limited to clerical and word processing expenses. Respondents were asked to include alternatives to hourly billing, including fixed price representation. The proposals were to identify what charges the firm would impose for travel time.

All proposals received were reviewed and evaluated by the City Attorney to determine which attorneys and/or firms best meet the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the proposed scope of services. The information provided in the Statements of Qualifications and Proposals and references were important as well as proposed fee arrangements, experience, service delivery and other qualifications. In reviewing the proposals, the City Attorney has determined that all respondents are qualified for the categories for which they submitted responses and recommends that the City Council approve all them for the On-Call List.

As noted above, the City Attorney already has delegated contracting authority and budget authority and will engage legal services from the On-Call List on an as needed basis. The CAO has a legal services agreement that all firms are required to sign prior to providing services. The agreement is structured such that each independent matter for which a firm is engaged is assigned a separate task order with appropriate budget.

Ms. Patel recently tendered her resignation and her last day in the City is December 31, 2024. As there may be a gap during which time there is no appointed City Attorney, Ms. Patel will engage an attorney from the On-Call List, once approved by the City Council, to serve as an interim Assistant City Attorney. Hopefully, the same firm will also have the capacity to serve as an interim City Attorney should the City Council seek to go that route.

FISCAL IMPACT

This action does not entail the expenditure of funds. As noted above, the City Attorney has certain contracting authority delegated per the Tracy Municipal Code and budgetary authority is granted by the City Council through the budget approval process each year. While most of the legal services are funded through the CAO's budget, some of the legal services are reimbursed by applicants through cost recovery agreements or through the Human Resources Departmental budget.

PUBLIC OUTREACH/ INTEREST

There is no public outreach to be had as the City Attorney determines when and who shall be retained as outside counsel on matters that relate to the CAO under the delegated authority of the Tracy Municipal Code.

COORDINATION

The CAO in coordination with the City's departments identified the specific legal needs for outside legal services in each department.

CEQA DETERMINATION

This action is not a project under the California Environmental Quality Act.

STRATEGIC PLAN

The approval of an on-call list for specialized legal services will allow the City to obtain specialized legal services that will promote the City Council's strategic priorities: governance, quality of life, economic growth and development and public safety.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving an On-Call List of legal professionals, for a term of three years with the option to extend for two additional three-year terms, to provide general advisory legal services, special counsel services, Assistant City Attorney services, litigation services and other matters as determined by the City Attorney.

Prepared and Approved by: Bijal M. Patel, City Attorney

Reviewed by: Felicia Galindo, Budget Officer
Karin Schnaider, Assistant City Manager

Attachment A: Proposed On-Call List

ATTACHMENT A

NAME	GENERAL MUNICIPAL LAW	LABOR & EMPLOYMENT	LITIGATION DEFENSE	REAL PROPERTY/ LAND USE	ASSISTANT CITY ATTORNEY
Atkinson, Andelson,Loya, Ruud & Romo	X	X	X	X	
Aleshire & Wynder	X	X	X	X	X
BKS Law Firm	X			X	
Burke, Williams & Sorensen, LLP	X		X	X	
Civica Law Group, APC	X		X		X
Colantuono Highsmith Whatley, PC	X	X	X	X	X
Jarvis Fay	X		X	X	
Jones Mayer Law	X	X	X	X	
Law Office of Daniel Daporto	X			X	
Liebert Cassidy Whitmore		X			
Meyers Nave			X	X	
Olson Remcho, LLP	X		X		X
Redwood Public Law	X	X	X	X	
Richards Watson Gershon	X	X	X	X	
Renne Public Law Group	X	X			X
Sloan, Sakai, Yeung & Wong LLP	X	X		X	X
Stoel Rives			X	X	
Van Dermyden Makus		X			

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AN ON-CALL LIST OF LEGAL PROFESSIONALS, FOR A TERM OF THREE YEARS WITH THE OPTION TO EXTEND FOR TWO ADDITIONAL THREE-YEAR TERMS, TO PROVIDE GENERAL ADVISORY LEGAL SERVICES, SPECIAL COUNSEL SERVICES, ASSISTANT CITY ATTORNEY SERVICES, LITIGATION SERVICES AND OTHER MATTERS AS DETERMINED BY THE CITY ATTORNEY

WHEREAS, the City Attorney has historically relied on assistance from outside counsel to provide advice on specialized areas of law to increase the City's capacity to serve its departmental clients; and

WHEREAS, the City Attorney has identified the need for specialized legal services in the following categories: General Municipal law, Labor and Employment matters, Litigation defense, Real Property and Land Use, and an Assistant City Attorney to serve, as needed, the functions of an Assistant City Attorney; and

WHEREAS, on August 30, 2024, the City Attorney's office, following established procedures pursuant to Tracy Municipal Code section 2.20.140, posted a Request for Proposals for experienced and specialized legal professionals; and

WHEREAS, the City received sixteen (16) proposals to provide legal services in various categories; and

WHEREAS, the requested on-call legal services are for general legal advisory services, special counsel services, Assistant City Attorney services, and services for specific matters and cases as needed and determined by the City Attorney; and

WHEREAS, the City Attorney carefully evaluated all sixteen proposals received based on the criteria described in the RFP, and determined that all sixteen respondents possessed the skills, experience, competence, professional qualifications, and certifications required to provide the services required by the City and have been deemed qualified to remain on an On-Call List; and

WHEREAS, the City Attorney will utilize such services on an on-call basis, and the City has and/or will execute Legal Services Agreements with each law firm that will allow discrete matters to be performed on a task order basis; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy approves the On-Call Legal Professional Services list for general legal advisory services, special counsel services, Assistant City Attorney services, and services for specific matters and cases as needed and determined by the City Attorney, as reflected in Exhibit 1; and be it

FURTHER RESOLVED: That the On-Call List shall remain valid for three years, and the City Attorney has the discretion to renew the list for two additional three-year terms; and be it

FURTHER RESOLVED: That the City Attorney may contract for legal services as per the authority delegated in the Tracy Municipal Code.

* * * * *

The foregoing Resolution 2024- _____ was adopted by the Tracy City Council on December 3, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1: Proposed On-Call List

EXHIBIT 1

NAME	GENERAL MUNICIPAL LAW	LABOR & EMPLOYMENT	LITIGATION DEFENSE	REAL PROPERTY/ LAND USE	ASSISTANT CITY ATTORNEY
Atkinson, Andelson,Loya, Ruud & Romo	X	X	X	X	
Aleshire & Wynder	X	X	X	X	X
BKS Law Firm	X			X	
Burke, Williams & Sorensen, LLP	X		X	X	
Civica Law Group, APC	X		X		X
Colantuono Highsmith Whatley, PC	X	X	X	X	X
Jarvis Fay	X		X	X	
Jones Mayer Law	X	X	X	X	
Law Office of Daniel Daporto	X			X	
Liebert Cassidy Whitmore		X			
Meyers Nave			X	X	
Olson Remcho, LLP	X		X		X
Redwood Public Law	X	X	X	X	
Richards Watson Gershon	X	X	X	X	
Renne Public Law Group	X	X			X
Sloan, Sakai, Yeung & Wong LLP	X	X		X	X
Stoel Rives			X	X	
Van Dermyden Makus		X			

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing, and upon conclusion, adopt a resolution approving the Community Development Block Grant and HOME Investment Partnership Program local funding priorities in the scoring of Community Development Block Grant and HOME Investment Partnership Program grant applications and funding allocation recommendations for fiscal years 2025-26 through 2030-31.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution establishing the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) local funding priorities for fiscal years 2025-26 through 2030-31. This action will guide the Parks and Community Services Commission (Commission) subcommittee on the evaluation, score, and rank of the CDBG and HOME grant applications and funding allocation recommendations.

BACKGROUND AND LEGISLATIVE HISTORY

The CDBG and HOME grant funds, allocated to cities and counties by the United States Department of Housing and Urban Development (HUD), profoundly impact our community. These funds are used in projects, programs, and services that benefit low- and moderate-income persons, providing decent housing, a suitable living environment, and expanding economic opportunities. As a sub-recipient of the grant, the City of Tracy receives an annual pass-through allocation from San Joaquin County, the entitlement county that receives funding directly from HUD.

In November 2010, the City Council directed the establishment of a Commission subcommittee to evaluate CDBG and HOME grant applications and make funding allocation recommendations to the City Council. The purpose of establishing the subcommittee was to encourage meaningful citizen involvement, public examination, and appraisal of the process and enhance program accountability.

The City Council also directed staff to revise the CDBG and HOME application process so that those agencies that best address the local needs of the Tracy community receive priority funding. These local funding priorities were to be established for five-year terms, and they were adopted in 2010 and 2016. A subsequent five-year term was not adopted in 2021.

In 2021, the local funding priorities could not be established for a five-year term because of a need to support COVID-19 response efforts, implementation of process improvements, decreased staff, and lack of public outreach and community participation in establishing new priorities. The City Council adopted a one-year extension of the local funding priorities instead of a five-year term. An additional one-year extension was adopted by the City Council the following year. This extension lapsed in the fiscal year 2023-24, resulting in no local funding priorities being adopted since then, including the fiscal year 2024-25 currently underway. The previously adopted local funding priorities were utilized in the grant application process and funding allocation recommendations for these fiscal years.

In October 2024, the Economic Development Division conducted a community survey to establish new local funding priorities for fiscal years 2025-26 through 2030-31. The survey was advertised on several communication platforms to promote public outreach and community participation, and the results were presented to the Commission.

On November 7, 2024, at a Commission meeting, the survey results establishing proposed CDBG and HOME local funding priorities were presented to the Commission to review and recommend for fiscal years 2025-26 through 2030-31 for adoption by the City Council. The meeting also appointed a three-member subcommittee to evaluate, score, and rank the CDBG and HOME grant applications and recommend funding allocation for the fiscal year 2025-26.

At the Commission meeting, members posed questions, and an issue was raised regarding establishing the local funding priorities for public services. Changes to the application score sheet were requested. The Commission motioned to replace the top two priorities identified by the survey, i.e., youth education and enrichment and senior and special needs, with those recognized at the meeting as being of greater need, i.e., food distribution and homeless services, etc. A Commission member also requested changes to the application score sheet. The member expressed a need for more precise directions on scoring criteria and a desire to meet with staff on such changes. City staff addressed the questions and issues raised as described in the Coordination section below.

ANALYSIS

A community survey is conducted every five years to establish local funding priorities in priority rank order and encourage meaningful citizen involvement in the CDBG and HOME grant application process. These priorities are used in the application scoring process and as a guide to determine where to allocate funding based on community priorities. The results of the survey ranked the following local funding public services priorities as follows:

CDBG Public Services

1. Youth Education and Enrichment Activities
2. Senior and Special Needs Services
3. Homelessness Prevention, Intervention, and Transitional Housing Services
4. Food Distribution Services
5. Economic Development – Workforce Training Programs/Technical Business Assistance and Training
6. Domestic Violence Services
7. Economic Development – Support and Expansion of Micro-Businesses (less than five employees)

As noted above in Background and Legislative History, the Commission made a motion to replace the top two priorities identified by the survey, i.e., youth education and enrichment and senior and special needs, with those recognized at the meeting as being of greater need, i.e., food distribution, homeless services, etc. This ranking is shown below in the Coordination section.

The results of the survey ranked the following local public facilities improvement priorities as follows:

CDBG Public Facilities/Improvements

1. Public Parks and Community Facilities, e.g., community centers, libraries, parks, etc.
2. Local Infrastructure Improvements, e.g., streets, sidewalks, water/sewer, etc.
3. Handicap Accessibility Improvements (ADA)

The results of the survey ranked the following local housing activities priorities as follows:

Housing Activities

1. Homeless Shelters
2. Accessibility Improvements
3. Affordable Housing
4. Traditional Housing
5. Homeownership Assistance
6. Owner Occupied Housing Rehabilitation
7. Rental Housing Rehabilitation
8. Senior Housing
9. Housing for Disabled Individuals
10. Fair Housing Services
11. Housing for Larger families

The survey results and modifications made by the Commission to public services establish the proposed local funding priorities for the fiscal year 2025-26 through 2030-31.

FISCAL IMPACT

CDBG and HOME are allocated to the City as HUD grant funding, as outlined below.

The City of Tracy's estimated CDBG allocation for FY2025-2026 is approximately \$527,994. Funding for public service activities is capped at 15% of the City's annual allocation. Public service activities include but are not limited to:

- Employment services
- Code enforcement
- Education programs
- Services for senior citizens
- Economic development
- Crime prevention and public safety
- Child and youth services
- Public health and substance abuse
- Homeless services
- Recreational services

The remaining 85% of the CDBG annual allocation will be dedicated to public facilities, public improvement projects, and program administration. Public facilities and improvement activities include but are not limited to:

- Acquisition, construction, rehabilitation, or installation of public infrastructure
- Neighborhood facilities, including public schools, libraries, recreational facilities, parks and playgrounds
- Facilities for persons with special needs, such as facilities for the homeless or domestic violence shelters, nursing homes, and group homes for the disabled
- Removal of architectural barriers for persons with severe disabilities

The estimated CDBG funding allocation amount by program category is detailed below.

CDBG Program Category	Estimated Funding Allocation Amount
Public Services	\$79,199
Public Facilities/Improvements	\$361,676
Program Administration	\$87,119

An estimated annual allocation of HOME funds of \$143,836 will be available for general housing activities such as homeowner housing reconstruction and rehabilitation, new construction of affordable housing, and other eligible activities.

PUBLIC OUTREACH / INTEREST

A community survey was conducted for two weeks during October 2024. The survey comprised 11 questions about the respondent's demographics and ranking preferences for public service, public facility improvements, housing projects, programs, and services. The City made several outreach and engagement efforts to solicit responses from the community in both English and Spanish. These attempts include:

- City Website
- Press Release
- Tracy Press Advertisement
- Farmer's Market Attendance
- Social Media (Facebook, Instagram, and LinkedIn)

There were 79 responses received, with 97% being from residents. The survey was completed primarily by women, with a 66% gender rate. Approximately 57% of those that responded were between the ages of 35-61. The survey revealed homeownership at 72%, with no respondents residing in public housing or receiving Section 8 rental assistance. The average household size for 50% of the respondents was 3-4. Approximately 22% responded that they or a family member have a disability or an access/functional need. Most respondents, 46%, indicated a household income greater than \$100,000.

COORDINATION

On November 7, 2024, the Commission was presented with the community survey results and discussed the proposed local funding priorities. Commission members noted that the demographics of the survey respondents were primarily middle-income women aged 35-61, earning more than \$100,000 per year, making them not low—and moderate-income persons who are intended to benefit from the CDBG and HOME programs and services that may not have participated in the survey. It was expressed that this creates a difference in the wants of the community versus the needs and that there was more of a need for food distribution services and homeless prevention, intervention, and transitional housing services. As such, a motion was made by the Commission to replace the top two priorities identified by the survey, i.e., youth education and enrichment, and senior and special needs, with those recognized at the meeting as being of greater need, i.e., food distribution and homeless services, etc.

After careful consideration, the Commission decided to modify the survey rankings for Public Services to better align with the community's varying needs, as shown below. The survey-based rankings for the two additional categories remained unchanged and are listed under Public Facilities/Improvements and Housing activities in the Analysis section above.

Commission Recommendation – CDBG Public Services

1. Food Distribution Services
2. Homelessness Prevention, Intervention, and Transitional Housing Services
3. Youth Education and Enrichment Activities
4. Senior and Special Needs Services
5. Economic Development – Workforce Training Programs/Technical Business Assistance and Training
6. Domestic Violence Services
7. Economic Development – Support and Expansion of Micro-Businesses (less than five employees)

A Commission member also requested changes to the application score sheet. The member expressed a need for more precise directions on scoring criteria and a desire to meet with staff on such changes. City staff responded that they would review the scoring sheet for opportunities to provide more precise directions and include additional information on the scoring criteria at the public meeting. Staff also indicated they would meet with the Commission member to discuss any potential changes to the scoring sheet.

Two members of the Commission were appointed at the meeting to serve on a subcommittee comprised of three individuals to evaluate, score, and rank the CDBG and HOME grant program applications. The two members include Commission members Todd Lieberg and Scott Arbogast. To avoid meeting a quorum, the remaining subcommittee members will consist of a City staff member.

Members asked additional questions at the Commission meeting. These questions related to the application deadline date, the use of funds to repair water lines, and the types of senior projects eligible for funding. Staff communicated that an exact application deadline date had yet to be set; however, it would be near mid-January. It was clarified that the repair of water lines could be an eligible public facilities/improvements project and that any projects related to seniors meeting the program's objectives could qualify.

CEQA DETERMINATION

A California Environmental Quality Act (CEQA) determination is not required for this item.

STRATEGIC PLAN

This agenda item supports Goal 3 of Quality of Life, which is to provide recreation and cultural arts programming and events that bolster quality of life. Goal 4 of Quality of Life is to increase the local affordable housing supply. Goal 4 of Economic Development is to attract businesses and jobs that meet the community's needs and desires. Goal 5 of Public Safety is to continue to build relationships with community members to enhance communication, collaboration, and trust.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council conduct a public hearing, and upon conclusion, adopt a resolution approving the Community Development Block Grant and HOME Investment Partnership Program local funding priorities in the scoring of Community Development Block Grant and HOME Investment Partnership Program grant applications and funding allocation recommendations for fiscal years 2025-26 through 2030-31.

Prepared by: Isabel Espinosa, Administrative Technician
Jorge T. Barrera, J.D., Economic Development Manager

Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Brian MacDonald, Director of Parks, Recreation and Community Services
Sara Castro, Finance Director
Kamalpreet Gill, Deputy City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – PowerPoint



Community Development Block Grant & Home Investment Partnership Program

Adoption of Local Funding Priorities

December 3, 2024

Program Background

U.S. HUD Grant Programs

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Program (HOME)

Grant Program Funds

- Allocation to cities and counties
- Tracy receives annual pass-through allocation from the County
- Awarded to nonprofits, institutional, and govt. organizations
- Competitive grant application process
- For projects, programs, and services that benefit low and moderate-income individuals

Grant Program Objectives

- Decent housing
- Suitable living environment
- Expand economic opportunities





FY2025-26 Estimated Allocation Summary

CDBG Allocation Estimate

Public Service:	\$79,199
Public Facilities:	\$361,676
Administration Costs:	\$87,119
Total:	\$527,994

HOME Allocation Estimate

- Housing Activities Total: \$143,836



Parks and Community Services Commission



Local Funding Priorities

- Review and recommend to City Council

Commission Subcommittee

- Appoint a three-person subcommittee
 - 2 Commission members
 - 1 City staff person
- Evaluate, score, and rank applications
- Make funding allocation recommendations to City Council



Think Inside the Triangle™



Think Inside the Triangle™

Local Funding Priorities



- Established every five years by survey
- Encourages citizen participation
- Helps determine funding allocations
- Priorities used in the scoring process

Local Funding Priorities Survey

Survey Information

- Conducted in October 2024
- English and Spanish
- 11 questions
- 79 responses

Community Outreach

- City Website
- Press Release
- Tracy Press Advertisement
- Farmer's Market Attendance
- Social Media (Facebook, Instagram, and LinkedIn)



Community Development Block Grant and
HOME Investment Partnership Program
LOCAL FUNDING PRIORITIES SURVEY

The City of Tracy is seeking community input to help prioritize how we fund local programs and projects through the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME).

Each year, our city receives CDBG and HOME funds through the U.S. Department of Housing and Urban Development (HUD). These funds aim to benefit low- and moderate-income individuals and neighborhoods within our community.

TAKE THE QUICK SURVEY!

By participating in this brief survey, you are helping to identify the priority uses for CDBG and HOME funds over the next 5 years. Your response will remain anonymous.

www.CityOfTracy.com

Local Funding Priorities

CDBG Rankings

Public Services

1. Food Distribution Services (1)*
2. Homelessness Prevention, Intervention & Transitional Housing Services (2)*
3. Youth Education and Enrichment Activities (5)*
4. Senior and Special Needs Services (3)*
5. Economic Development – Workforce Training/Business Assistance
6. Domestic Violence Services (4)*
7. Economic Development – Support and Expansion of Micro-Businesses

Public Facilities/Improvement

1. Public Parks and Community Facilities (1)*
2. Local Infrastructure Improvements, e.g., streets, sidewalks, etc.
3. Handicap Accessibility Improvements (ADA) (2)*





Think Inside the Triangle™

Local Funding Priorities HOME Ranking

Housing Activities

1. Homeless Shelters
2. Accessibility Improvements
3. Affordable Housing
4. Traditional Housing
5. Homeownership Assistance
6. Owner Occupied Housing Rehabilitation
7. Rental Housing Rehabilitation
8. Senior Housing
9. Housing for Disabled Individuals
10. Fair Housing Services
11. Housing for Larger families



Tracy Senior Living Project

Note: Previous priority rankings included addressing public safety, health, and welfare, rehabilitating residential properties occupied by low-income persons, and partnering to construct income-restricted family and senior housing facilities.

Application and Process Timeline

December 2024 - Notice of Funding Availability (NOFA)

January 2025 – Public Outreach Meeting/Application Deadline

February 2025 – Subcommittee recommendation to Commission

March 2025 – Commission recommendation to City Council



Think Inside the Triangle™

Recommendation

Staff recommends that the City Council accept the recommendation of the Parks and Community Services Commission and adopt a resolution to approve the Community Development Block Grant and HOME Investment Partnership Program local funding priorities for fiscal years 2025-26 through 2030-31 in the scoring of Community Development Block Grant and HOME Investment Partnership Program grant applications and funding allocation recommendations



For more information on the CDBG and HOME grant programs,
email cdbg.home@cityoftracy.org or scan the QR Code.



Think Inside the Triangle™

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAM LOCAL FUNDING PRIORITIES IN THE SCORING OF COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAM GRANT APPLICATIONS AND FUNDING ALLOCATION RECOMMENDATIONS FOR FISCAL YEARS 2025-26 THROUGH 2030-31.

WHEREAS, on November 3, 2010, the City Council directed staff to revise the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) application process so that those agencies that best address the local needs of the Tracy community received priority funding; and

WHEREAS, after several meetings and discussions, an independent survey and reports from various agencies, staff recommended, and City Council approved by Resolution 2010-179, the following four areas as having the greatest community need at that time: (1) job creation, (2) emergency food and shelter, (3) domestic violence services, and (4) senior/adult services; and

WHEREAS, local priorities can shift over time based on economic and physical growth, limited resources, and other factors; and

WHEREAS, on October 6, 2016, the Parks and Community Services Commission (Commission) recommended to the City Council, who then approved on November 15, 2016, by Resolution No. 2016-243, local funding priorities through fiscal year 2021-2022; and

WHEREAS, at the November 4, 2021, regular meeting of the Commission, a recommendation was made to the City Council to extend the previously approved local funding priorities up to fiscal year 2022-23 by Resolution No. 2021-167; and

WHEREAS, due to staffing transitions, the public outreach and community input that is extremely valuable in determining new local funding priorities was not completed; and

WHEREAS, the City Council extended the previously approved local funding priorities up to fiscal year 2023-24 by Resolution No. 2023-013; and

WHEREAS, local funding priorities for the fiscal year 2024-25 were not adopted due to staffing transitions, and the public outreach and community input were not completed; and

WHEREAS, staff conducted a community survey to establish new local funding priorities for fiscal years 2025-26 through 2030-31; and

WHEREAS, at the November 7, 2024, regular meeting of the Commission, a recommendation was made to the City Council to adopt local funding priorities for both the CDBG and HOME programs, in priority rank order, as follows:

CDBG Public Services Category

1. Food Distribution Services
2. Homelessness Prevention, Intervention, and Transitional Housing Services
3. Youth Education and Enrichment Activities
4. Senior and Special Needs Services
5. Economic Development – Workforce Training Programs/Technical Business Assistance and Training
6. Domestic Violence Services
7. Economic Development – Support and Expansion of Micro-Businesses (less than five employees)

CDBG Public Facilities/Improvements

1. Public Parks and Community Facilities, e.g., community centers, libraries, parks, etc.
2. Local Infrastructure Improvements, e.g., streets, sidewalks, water/sewer, etc.
3. Handicap Accessibility Improvements (ADA)

Housing Activities

1. Homeless Shelters
2. Accessibility Improvements
3. Affordable Housing
4. Traditional Housing
5. Homeownership Assistance
6. Owner Occupied Housing Rehabilitation
7. Rental Housing Rehabilitation
8. Senior Housing
9. Housing for Disabled Individuals
10. Fair Housing Services
11. Housing for Larger families

WHEREAS, all eligible community non-profit, institutional and government organizations may apply for CDBG and HOME grant funding but those applicants that most fully satisfy the local priority funding areas will receive priority preference in the annual funding allocation process; and

WHEREAS, the local funding priorities will be established commencing in fiscal year 2025-26 through 2030-31; now, therefore be it

RESOLVED: That the City Council of the City of Tracy does hereby approve the following local funding priorities for the CDBG and HOME grant programs, in priority rank order, for fiscal years 2025-26 through 2030-31:

CDBG Public Services Category:

1. Food Distribution Services
2. Homelessness Prevention, Intervention, and Transitional Housing Services

3. Youth Education and Enrichment Activities
4. Senior and Special Needs Services
5. Economic Development – Workforce Training Programs/Technical Business Assistance and Training
6. Domestic Violence Services
7. Economic Development – Support & Expansion of Micro-Businesses (less than five employees)

CDBG Public Facilities/Improvements Category:

1. Public Parks and Community Facilities e.g., community centers, libraries, parks, etc.
2. Local Infrastructure Improvements e.g. streets, sidewalks, water/sewer, etc.
3. Handicap Accessibility Improvements (ADA)

HOME:

1. Homeless Shelters
2. Accessibility Improvements
3. Affordable Housing
4. Traditional Housing
5. Homeownership Assistance
6. Owner Occupied Housing Rehabilitation
7. Rental Housing Rehabilitation
8. Senior Housing
9. Housing for Disabled Individuals
10. Fair Housing Services
11. Housing for Larger families

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 3rd day of December 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 3.B

ADOPTING A RESOLUTION 1) AMENDING THE AT-WILL EMPLOYMENT AGREEMENT BETWEEN MIDORI LICHTWARDT AND THE CITY OF TRACY, EFFECTIVE DECEMBER 3, 2024, TO REFLECT A MERIT INCREASE OF 5% FOR A BI-WEEKLY INCREASE FROM \$11,805.56 TO \$12,395.84; 2) AMENDING THE MASTER SALARY SCHEDULE TO REFLECT THE SALARY INCREASE FOR THE CITY MANAGER, EFFECTIVE DECEMBER 3, 2024; AND 3) AMENDING THE MASTER SALARY SCHEDULE, TO REFLECT THE SALARY INCREASE FOR THE MAYOR, CITY COUNCIL AND TREASURER APPROVED BY ORDINANCE 1351, EFFECTIVE JANUARY 1, 2025.

This item is for the City Council to amend the at-will employment agreement between Midori Lichtwardt and the City of Tracy. Ms. Lichtwardt was appointed as the City Manager on December 19, 2023. Ms. Lichtwardt received a satisfactory performance evaluation from City Council on November 19, 2024, and the City Council authorized an amendment to her employment agreement to reflect a merit increase of 5%, as shown on Attachment A.

The amendment to the at-will employment agreement updates Subsection A “Base Salary” of Section 3 “Compensation and Benefits” of the Employment Agreement to include the increased bi-weekly salary of \$12,395.84 reflecting the 5% merit increase. The agreement is amended to read, in its entirety, as follows:

“Section 3.A. During the term of this agreement, EMPLOYEE shall receive a base salary of \$12,395.84, bi-weekly. This increase reflects a merit increase of 5%.”

This item will also authorize an amendment to the Master Salary Schedule, effective December 3, 2024, to reflect a bi-weekly increase from \$11,805.56 to \$12,395.84 as shown in Attachment B. On October 15, 2024, City Council approved Ordinance 1351 increasing the monthly salary of the Mayor, Councilmembers and City Treasurer, effective the first full pay period after January 1, 2025. This item will authorize an amendment to the Master Salary Schedule, effective January 12, 2025, to reflect the updated salary for City Manager and Mayor, Councilmembers, and City Treasurer as shown in Attachment C.

The proposed amendment to the agreement has been prepared by Kimberly Murdaugh, Director of Human Resources, on behalf of the City Council.

ATTACHMENTS

Attachment A – Amendment to Employment Agreement between Midori Lichtwardt and the City of Tracy

Attachment B – Master Salary Schedule Effective December 3, 2024

Attachment C – Master Salary Schedule Effective January 12, 2025

AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN
MIDORI LICHTWARDT AND THE CITY OF TRACY

This Amendment to an Employment Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Midori Lichtwardt, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

- A. On December 19, 2023, the City Council approved an Employment Agreement ("Agreement") with Midori Lichtwardt to serve as City Manager.
- B. An employee evaluation was conducted during Closed Session on November 19, 2024, and the parties have agreed to amend certain compensation provisions contained in the Agreement.
1. **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.
2. **Amendment to Subsection A of Section 3.** Effective December 3, 2024, Subsection A "Base Salary" of Section 3 "Compensation and Benefits" of the agreement is hereby amended to read, in its entirety, as follows:

"Section 3.A. During the term of this agreement, EMPLOYEE shall receive an base salary of \$12,395.84, bi-weekly. This increase reflects a merit increase of 5%.

3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirement of the Agreement.
4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

CITY OF TRACY (EMPLOYER)

MIDORI LICHTWARDT (EMPLOYEE)

Nancy Young, Mayor

Dated: _____

Midori Lichtwardt

Dated: _____

DocuSigned by:
Midori Lichtwardt
5E962064124242B...

11/26/2024 | 10:05 AM PST

Amendment to Employment Agreement
City of Tracy and Midori Lichtwardt
Page 2 of 2

ATTACHMENT A

ATTEST:

Adrianne Richardson, City Clerk

Dated: _____

APPROVED AS TO FORM:

Bijal M. Patel, City Attorney

Dated: _____

City of Tracy
Master Salary Schedule

Effective 12/03/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,331.63	5,051.87	60,622.38	29.1454
			B	2,448.22	5,304.48	63,653.72	30.6028
			C	2,570.62	5,569.68	66,836.12	32.1328
			D	2,699.16	5,848.18	70,178.16	33.7395
			E	2,834.12	6,140.59	73,687.12	35.4265
3106	Accountant*	TMMBU	A	3,665.88	7,942.74	95,312.88	45.8235
			B	3,849.18	8,339.89	100,078.68	48.1148
			C	4,041.63	8,756.87	105,082.38	50.5204
			D	4,243.70	9,194.68	110,336.20	53.0463
			E	4,455.89	9,654.43	115,853.14	55.6986
2520	Accounting Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4201	Accounting Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
4102	Administrative Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
8102	Administrative Assistant - Confidential	CONF	A	2,378.88	5,154.24	61,850.88	29.7360
			B	2,497.81	5,411.92	64,943.06	31.2226
			C	2,622.70	5,682.52	68,190.20	32.7838
			D	2,753.86	5,966.70	71,600.36	34.4233
			E	2,891.53	6,264.98	75,179.78	36.1441
4107	Administrative Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
3510	Airport Manager*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
5522	Animal Services Aide	TEAMSTERS	A	1,591.15	3,447.49	41,369.90	19.8894
			B	1,670.71	3,619.87	43,438.46	20.8839
			C	1,754.26	3,800.90	45,610.76	21.9283
			D	1,841.96	3,990.91	47,890.96	23.0245
			E	1,934.05	4,190.44	50,285.30	24.1756
3620	Animal Services Manager*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
5521	Animal Services Officer I	TEAMSTERS	A	2,214.57	4,798.24	57,578.82	27.6821
			B	2,325.26	5,038.06	60,456.76	29.0658
			C	2,441.51	5,289.94	63,479.26	30.5189
			D	2,563.59	5,554.45	66,653.34	32.0449
			E	2,691.80	5,832.23	69,986.80	33.6475

City of Tracy
Master Salary Schedule

Effective 12/03/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5523	Animal Services Officer II	TEAMSTERS	A	2,436.51	5,279.11	63,349.26	30.4564
			B	2,558.32	5,543.03	66,516.32	31.9790
			C	2,686.27	5,820.25	69,843.02	33.5784
			D	2,820.57	6,111.24	73,334.82	35.2571
			E	2,961.61	6,416.82	77,001.86	37.0201
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,961.90	6,417.45	77,009.40	37.0238
			B	3,110.00	6,738.33	80,860.00	38.8750
			C	3,265.49	7,075.23	84,902.74	40.8186
			D	3,428.77	7,429.00	89,148.02	42.8596
			E	3,600.21	7,800.46	93,605.46	45.0026
2573	Assistant City Attorney*	CONF	A	6,746.66	14,617.76	175,413.16	84.3333
			B	7,083.97	15,348.60	184,183.22	88.5496
			C	7,438.18	16,116.06	193,392.68	92.9773
			D	7,810.09	16,921.86	203,062.34	97.6261
			E	8,200.58	17,767.92	213,215.08	102.5073
3338	Assistant City Engineer*	TMMBU	A	5,680.92	12,308.66	147,703.92	71.0115
			B	5,979.92	12,956.49	155,477.92	74.7490
			C	6,294.65	13,638.41	163,660.90	78.6831
			D	6,625.96	14,356.25	172,274.96	82.8245
			E	6,974.68	15,111.81	181,341.68	87.1835
1502	Assistant City Manager*	DH	Min	9,827.29	21,292.46	255,509.54	122.8411
			Max	10,539.63	22,835.87	274,030.44	131.7454
2682	Assistant Director DES*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2635	Assistant Director Operations*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2640	Assistant Director of Park, Recreation, and Community Services*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2636	Assistant Director Utilities*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
3302	Assistant Engineer*	TMMBU	A	3,900.19	8,450.41	101,404.94	48.7524
			B	4,095.17	8,872.87	106,474.42	51.1896
			C	4,299.94	9,316.54	111,798.44	53.7493
			D	4,514.94	9,782.37	117,388.44	56.4368
			E	4,740.69	10,271.50	123,257.94	59.2586
5232	Assistant Planner	TEAMSTERS	A	3,181.31	6,892.84	82,714.06	39.7664
			B	3,340.38	7,237.49	86,849.88	41.7548
			C	3,507.40	7,599.37	91,192.40	43.8425
			D	3,682.77	7,979.34	95,752.02	46.0346
			E	3,866.90	8,378.28	100,539.40	48.3363
2580	Assistant to the City Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219

City of Tracy
Master Salary Schedule

Effective 12/03/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3333	Associate Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3303	Associate Civil Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3202	Associate Planner*	TMMBU	A	3,643.45	7,894.14	94,729.70	45.5431
			B	3,825.62	8,288.84	99,466.12	47.8203
			C	4,016.90	8,703.28	104,439.40	50.2113
			D	4,217.75	9,138.46	109,661.50	52.7219
			E	4,428.65	9,595.41	115,144.90	55.3581
4451	Box Office Assistant	TTSSEA	A	2,090.80	4,530.07	54,360.80	26.1350
			B	2,195.36	4,756.61	57,079.36	27.4420
			C	2,305.13	4,994.45	59,933.38	28.8141
			D	2,420.37	5,244.14	62,929.62	30.2546
			E	2,541.42	5,506.41	66,076.92	31.7678
4455	Box Office Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3104	Budget Officer*	CONF	A	4,895.46	10,606.83	127,281.96	61.1933
			B	5,140.22	11,137.14	133,645.72	64.2528
			C	5,397.22	11,693.98	140,327.72	67.4653
			D	5,667.10	12,278.72	147,344.60	70.8388
			E	5,950.46	12,892.66	154,711.96	74.3808
5211	Building Inspector I	TEAMSTERS	A	2,854.90	6,185.62	74,227.40	35.6863
			B	2,997.64	6,494.89	77,938.64	37.4705
			C	3,147.53	6,819.65	81,835.78	39.3441
			D	3,304.91	7,160.64	85,927.66	41.3114
			E	3,470.15	7,518.66	90,223.90	43.3769
5212	Building Inspector II	TEAMSTERS	A	3,646.18	7,900.06	94,800.68	45.5773
			B	3,828.51	8,295.11	99,541.26	47.8564
			C	4,019.91	8,709.81	104,517.66	50.2489
			D	4,220.92	9,145.33	109,743.92	52.7615
			E	4,431.93	9,602.52	115,230.18	55.3991
5320	Building Maintenance Worker I	TEAMSTERS	A	2,423.08	5,250.01	63,000.08	30.2885
			B	2,544.25	5,512.54	66,150.50	31.8031
			C	2,671.46	5,788.16	69,457.96	33.3933
			D	2,805.04	6,077.59	72,931.04	35.0630
			E	2,945.29	6,381.46	76,577.54	36.8161
5321	Building Maintenance Worker II	TEAMSTERS	A	2,671.52	5,788.29	69,459.52	33.3940
			B	2,805.10	6,077.72	72,932.60	35.0638
			C	2,945.35	6,381.59	76,579.10	36.8169
			D	3,092.61	6,700.66	80,407.86	38.6576
			E	3,247.26	7,035.73	84,428.76	40.5908
3341	Building Official*	TMMBU	A	5,522.65	11,965.74	143,588.90	69.0331
			B	5,798.76	12,563.98	150,767.76	72.4845
			C	6,088.72	13,192.23	158,306.72	76.1090
			D	6,393.14	13,851.80	166,221.64	79.9143
			E	6,712.81	14,544.42	174,533.06	83.9101
4501	Building Permit Technician I	TTSSEA	A	2,647.57	5,736.40	68,836.82	33.0946
			B	2,779.97	6,023.27	72,279.22	34.7496
			C	2,918.95	6,324.39	75,892.70	36.4869
			D	3,064.90	6,640.62	79,687.40	38.3113
			E	3,218.16	6,972.68	83,672.16	40.2270

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4502	Building Permit Technician II	TTSSEA	A	2,919.02	6,324.54	75,894.52	36.4878
			B	3,064.98	6,640.79	79,689.48	38.3123
			C	3,218.23	6,972.83	83,673.98	40.2279
			D	3,379.15	7,321.49	87,857.90	42.2394
			E	3,548.10	7,687.55	92,250.60	44.3513
1530	Chief Innovation Officer*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.47	111.6738
1506	City Attorney*	CONTRACT		11,138.47	24,133.35	289,600.21	139.2309
3110	City Clerk*	TMMBU	A	5,009.89	10,854.76	130,257.14	62.6236
			B	5,260.39	11,397.51	136,770.14	65.7549
			C	5,523.40	11,967.37	143,608.40	69.0425
			D	5,799.56	12,565.71	150,788.56	72.4945
			E	6,089.54	13,194.00	158,328.04	76.1193
1102	City Council Member*			474.93	1,029.00	12,348.00	
2681	City Engineer*	CONF	A	6,750.67	14,626.45	175,517.42	84.3834
			B	7,088.21	15,357.79	184,293.46	88.6026
			C	7,442.62	16,125.68	193,508.12	93.0328
			D	7,814.75	16,931.96	203,183.50	97.6844
			E	8,205.51	17,778.61	213,343.26	102.5689
1501	City Manager*	CONTRACT		12,395.84	26,857.65	322,291.76	154.9480
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical Aide	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
3155	Code Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5202	Code Enforcement Officer	TEAMSTERS	A	2,949.07	6,389.65	76,675.82	36.8634
			B	3,096.51	6,709.11	80,509.26	38.7064
			C	3,251.35	7,044.59	84,535.10	40.6419
			D	3,413.91	7,396.81	88,761.66	42.6739
			E	3,584.61	7,766.66	93,199.86	44.8076
4465	Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3315	Community Preservation Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5513	Community Services Officer	TEAMSTERS	A	2,575.11	5,579.41	66,952.86	32.1889
			B	2,703.87	5,858.39	70,300.62	33.7984
			C	2,839.03	6,151.23	73,814.78	35.4879
			D	2,981.00	6,458.83	77,506.00	37.2625
			E	3,130.07	6,781.82	81,381.82	39.1259
5222	Construction Inspector I	TEAMSTERS	A	3,309.37	7,170.30	86,043.62	41.3671
			B	3,474.86	7,528.86	90,346.36	43.4358
			C	3,648.58	7,905.26	94,863.08	45.6073
			D	3,831.01	8,300.52	99,606.26	47.8876
			E	4,022.59	8,715.61	104,587.34	50.2824

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5223	Construction Inspector II	TEAMSTERS	A	3,648.73	7,905.58	94,866.98	45.6091
			B	3,831.17	8,300.87	99,610.42	47.8896
			C	4,022.71	8,715.87	104,590.46	50.2839
			D	4,223.89	9,151.76	109,821.14	52.7986
			E	4,435.07	9,609.32	115,311.82	55.4384
3347	Construction Project Manager*	TMMBU	A	4,554.42	9,867.91	118,414.92	56.9303
			B	4,782.13	10,361.28	124,335.38	59.7766
			C	5,021.24	10,879.35	130,552.24	62.7655
			D	5,272.29	11,423.30	137,079.54	65.9036
			E	5,535.91	11,994.47	143,933.66	69.1989
4605	Crime Analyst	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
5514	Crime Prevention Specialist	TEAMSTERS	A	2,667.41	5,779.39	69,352.66	33.3426
			B	2,800.81	6,068.42	72,821.06	35.0101
			C	2,940.86	6,371.86	76,462.36	36.7608
			D	3,087.87	6,690.39	80,284.62	38.5984
			E	3,242.26	7,024.90	84,298.76	40.5283
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,185.00	6,900.83	82,810.00	39.8125
			B	3,344.24	7,245.85	86,950.24	41.8030
			C	3,511.42	7,608.08	91,296.92	43.8928
			D	3,686.99	7,988.48	95,861.74	46.0874
			E	3,871.35	8,387.93	100,655.10	48.3919
5517	Crime Scene Technician	TEAMSTERS	A	2,888.81	6,259.09	75,109.06	36.1101
			B	3,033.21	6,571.96	78,863.46	37.9151
			C	3,184.89	6,900.60	82,807.14	39.8111
			D	3,344.14	7,245.64	86,947.64	41.8018
			E	3,511.35	7,607.93	91,295.10	43.8919
1108	Cultural Arts Commissioner	Stipend of \$50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	5,171.38	11,204.66	134,455.88	64.6423
			B	5,429.95	11,764.89	141,178.70	67.8744
			C	5,701.45	12,353.14	148,237.70	71.2681
			D	5,986.51	12,970.77	155,649.26	74.8314
			E	6,285.83	13,619.30	163,431.58	78.5729
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3524	Cultural Arts Supervisor*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3113	Cyber Security Officer*	TMMBU	A	4,817.85	10,438.68	125,264.10	60.2231
			B	5,058.75	10,960.63	131,527.50	63.2344
			C	5,311.68	11,508.64	138,103.68	66.3960
			D	5,577.27	12,084.09	145,009.02	69.7159
			E	5,856.13	12,688.28	152,259.38	73.2016
9552	D.A.R.E Officer	LS	A				38.9605
			B				40.9101
			C				42.9561
			D				45.0986
			E				47.3589
2571	Deputy City Attorney I*	CONF	A	5,296.97	11,476.77	137,721.22	66.2121
			B	5,561.82	12,050.61	144,607.32	69.5228
			C	5,839.93	12,653.18	151,838.18	72.9991
			D	6,131.92	13,285.83	159,429.92	76.6490
			E	6,438.50	13,950.08	167,401.00	80.4813
2572	Deputy City Attorney II*	CONF	A	5,826.68	12,624.47	151,493.68	72.8335
			B	6,118.02	13,255.71	159,068.52	76.4753
			C	6,423.92	13,918.49	167,021.92	80.2990
			D	6,745.13	14,614.45	175,373.38	84.3141
			E	7,082.37	15,345.14	184,141.62	88.5296
4116	Deputy City Clerk	TTSSEA	A	3,079.97	6,673.27	80,079.22	38.4996
			B	3,233.98	7,006.96	84,083.48	40.4248
			C	3,395.68	7,357.31	88,287.68	42.4460
			D	3,565.47	7,725.19	92,702.22	44.5684
			E	3,743.74	8,111.44	97,337.24	46.7968
2711	Deputy Police Chief	CEU	A	7,165.20	15,524.60	186,295.20	89.5650
			B	7,523.47	16,300.85	195,610.22	94.0434
			C	7,899.64	17,115.89	205,390.64	98.7455
			D	8,294.61	17,971.66	215,659.86	103.6826
			E	8,709.35	18,870.26	226,443.10	108.8669
1528	Director of Community and Economic Development*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1522	Director of Finance*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1518	Director of Human Resources*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1527	Director of Mobility and Housing*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1524	Director of Public Works*	DH	Min	7,884.09	17,082.19	204,986.25	98.5511
			Max	9,581.48	20,759.88	249,118.58	119.7685
1516	Director of Parks, Recreation and Community Services*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
3208	Economic Development Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3209	Economic Development Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3207	Economic Development Manager*	TMMBU	A	5,254.70	11,385.18	136,622.20	65.6838
			B	5,517.42	11,954.41	143,452.92	68.9678
			C	5,793.30	12,552.15	150,625.80	72.4163
			D	6,082.96	13,179.75	158,156.96	76.0370
			E	6,387.11	13,838.74	166,064.86	79.8389
5325	Electrician	TEAMSTERS	A	3,660.27	7,930.59	95,167.02	45.7534
			B	3,843.30	8,327.15	99,925.80	48.0413
			C	4,035.48	8,743.54	104,922.48	50.4435
			D	4,237.23	9,180.67	110,167.98	52.9654
			E	4,449.09	9,639.70	115,676.34	55.6136
9105	Engineering Intern	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5221	Engineering Technician I	TEAMSTERS	A	2,913.22	6,311.98	75,743.72	36.4153
			B	3,058.88	6,627.57	79,530.88	38.2360
			C	3,211.82	6,958.94	83,507.32	40.1478
			D	3,372.41	7,306.89	87,682.66	42.1551
			E	3,541.06	7,672.30	92,067.56	44.2633
5225	Engineering Technician II	TEAMSTERS	A	3,211.84	6,958.99	83,507.84	40.1480
			B	3,372.43	7,306.93	87,683.18	42.1554
			C	3,541.07	7,672.32	92,067.82	44.2634
			D	3,718.13	8,055.95	96,671.38	46.4766
			E	3,903.99	8,458.65	101,503.74	48.7999
3412	Environmental Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5424	Environmental Compliance Technician	TEAMSTERS	A	2,648.03	5,737.40	68,848.78	33.1004
			B	2,780.42	6,024.24	72,290.92	34.7553
			C	2,919.46	6,325.50	75,905.96	36.4933
			D	3,065.42	6,641.74	79,700.92	38.3178
			E	3,218.68	6,973.81	83,685.68	40.2335
5313	Equipment Mechanic I	TEAMSTERS	A	2,677.35	5,800.93	69,611.10	33.4669
			B	2,811.20	6,090.93	73,091.20	35.1400
			C	2,951.76	6,395.48	76,745.76	36.8970
			D	3,099.34	6,715.24	80,582.84	38.7418
			E	3,254.31	7,051.01	84,612.06	40.6789
5314	Equipment Mechanic II	TEAMSTERS	A	2,951.75	6,395.46	76,745.50	36.8969
			B	3,099.35	6,715.26	80,583.10	38.7419
			C	3,254.30	7,050.98	84,611.80	40.6788
			D	3,417.02	7,403.54	88,842.52	42.7128
			E	3,587.87	7,773.72	93,284.62	44.8484
4108	Executive Assistant	TTSSEA	A	2,823.78	6,118.19	73,418.28	35.2973
			B	2,964.96	6,424.08	77,088.96	37.0620
			C	3,113.22	6,745.31	80,943.72	38.9153
			D	3,268.88	7,082.57	84,990.88	40.8610
			E	3,432.32	7,436.69	89,240.32	42.9040
8108	Executive Assistant - Confidential	CONF	A	2,893.81	6,269.92	75,239.06	36.1726
			B	3,038.51	6,583.44	79,001.26	37.9814
			C	3,190.43	6,912.60	82,951.18	39.8804
			D	3,349.93	7,258.18	87,098.18	41.8741
			E	3,517.45	7,621.14	91,453.70	43.9681
2581	Executive Assistant to City Manager	CONF	A	3,314.85	7,182.18	86,186.10	41.4356
			B	3,480.57	7,541.24	90,494.82	43.5071
			C	3,654.60	7,918.30	95,019.60	45.6825
			D	3,837.34	8,314.24	99,770.84	47.9668
			E	4,029.19	8,729.91	104,758.94	50.3649

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9635	Facility Attendant	LS	A				21.2103
			B				22.2708
			C				23.3849
			D				24.5525
			E				25.7844
3107	Financial Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3108	Financial Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
3404	Fleet Supervisor*	TMMBU	A	3,873.73	8,393.08	100,716.98	48.4216
			B	4,067.38	8,812.66	105,751.88	50.8423
			C	4,270.76	9,253.31	111,039.76	53.3845
			D	4,484.28	9,715.94	116,591.28	56.0535
			E	4,708.50	10,201.75	122,421.00	58.8563
3120	GIS Analyst *	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4206	GIS Technician	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
3215	Homeless Services Manager*	TMMBU	A	4,776.99	10,350.15	124,201.74	59.7124
			B	5,015.84	10,867.65	130,411.84	62.6980
			C	5,266.64	11,411.05	136,932.64	65.8330
			D	5,529.96	11,981.58	143,778.96	69.1245
			E	5,806.45	12,580.64	150,967.70	72.5806
2511	Human Resources Analyst I*	CONF	A	3,443.97	7,461.94	89,543.22	43.0496
			B	3,616.18	7,835.06	94,020.68	45.2023
			C	3,796.97	8,226.77	98,721.22	47.4621
			D	3,986.82	8,638.11	103,657.32	49.8353
			E	4,186.16	9,070.01	108,840.16	52.3270
2512	Human Resources Analyst II*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
2562	Human Resources Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4301	Human Resources Technician	CONF	A	2,938.57	6,366.90	76,402.82	36.7321
			B	3,085.50	6,685.25	80,223.00	38.5688
			C	3,239.78	7,019.52	84,234.28	40.4973
			D	3,401.78	7,370.52	88,446.28	42.5223
			E	3,571.86	7,739.03	92,868.36	44.6483
4204	Information Systems Technician I	TTSSEA	A	2,720.39	5,894.18	70,730.14	34.0049
			B	2,856.41	6,188.89	74,266.66	35.7051
			C	2,999.24	6,498.35	77,980.24	37.4905
			D	3,149.20	6,823.27	81,879.20	39.3650
			E	3,306.67	7,164.45	85,973.42	41.3334

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4205	Information Systems Technician II	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
2553	Information Technology Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
3111	Information Technology Specialist*	TMMBU	A	3,754.14	8,133.97	97,607.64	46.9268
			B	3,941.87	8,540.72	102,488.62	49.2734
			C	4,138.95	8,967.73	107,612.70	51.7369
			D	4,345.88	9,416.07	112,992.88	54.3235
			E	4,563.18	9,886.89	118,642.68	57.0398
5413	Instrumentation Technician	TEAMSTERS	A	3,398.36	7,363.11	88,357.36	42.4795
			B	3,568.29	7,731.30	92,775.54	44.6036
			C	3,746.71	8,117.87	97,414.46	46.8339
			D	3,934.02	8,523.71	102,284.52	49.1753
			E	4,130.73	8,949.92	107,398.98	51.6341
9108	Intern-Generalist	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5224	Junior Engineer	TEAMSTERS	A	3,540.92	7,671.99	92,063.92	44.2615
			B	3,717.98	8,055.62	96,667.48	46.4748
			C	3,903.85	8,458.34	101,500.10	48.7981
			D	4,099.06	8,881.30	106,575.56	51.2383
			E	4,304.02	9,325.38	111,904.52	53.8003
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,212.10	6,959.55	83,514.60	40.1513
			B	3,372.73	7,307.58	87,690.98	42.1591
			C	3,541.36	7,672.95	92,075.36	44.2670
			D	3,718.41	8,056.56	96,678.66	46.4801
			E	3,904.35	8,459.43	101,513.10	48.8044
5421	Laboratory Technician I	TEAMSTERS	A	2,643.64	5,727.89	68,734.64	33.0455
			B	2,775.79	6,014.21	72,170.54	34.6974
			C	2,914.61	6,314.99	75,779.86	36.4326
			D	3,060.33	6,630.72	79,568.58	38.2541
			E	3,213.33	6,962.22	83,546.58	40.1666
5422	Laboratory Technician II	TEAMSTERS	A	2,914.55	6,314.86	75,778.30	36.4319
			B	3,060.28	6,630.61	79,567.28	38.2535
			C	3,213.29	6,962.13	83,545.54	40.1661
			D	3,373.94	7,310.20	87,722.44	42.1743
			E	3,542.64	7,675.72	92,108.64	44.2830
3508	Landscape Architect*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
4109	Legal Secretary	CONF	A	3,156.37	6,838.80	82,065.62	39.4546
			B	3,314.17	7,180.70	86,168.42	41.4271
			C	3,479.90	7,539.78	90,477.40	43.4988
			D	3,653.89	7,916.76	95,001.14	45.6736
			E	3,836.59	8,312.61	99,751.34	47.9574
9636	Lifeguard	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9303	Maintenance Aide	LS	A				18.6929
			B				19.6248
			C				20.5997
			D				21.6281
			E				22.7100
5301	Maintenance Worker I	TEAMSTERS	A	1,970.61	4,269.66	51,235.86	24.6326
			B	2,069.15	4,483.16	53,797.90	25.8644
			C	2,172.59	4,707.28	56,487.34	27.1574
			D	2,281.22	4,942.64	59,311.72	28.5153
			E	2,395.29	5,189.80	62,277.54	29.9411
5303	Maintenance Worker II	TEAMSTERS	A	2,503.04	5,423.25	65,079.04	31.2880
			B	2,628.20	5,694.43	68,333.20	32.8525
			C	2,759.59	5,979.11	71,749.34	34.4949
			D	2,897.57	6,278.07	75,336.82	36.2196
			E	3,042.44	6,591.95	79,103.44	38.0305
3151	Management Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3152	Management Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4463	Marketing Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
1101	Mayor*			521.08	1,129.00	13,548.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191
5531	Meter Reader	TEAMSTERS	A	1,707.50	3,699.58	44,395.00	21.3438
			B	1,792.87	3,884.55	46,614.62	22.4109
			C	1,882.51	4,078.77	48,945.26	23.5314
			D	1,976.62	4,282.68	51,392.12	24.7078
			E	2,075.46	4,496.83	53,961.96	25.9433
4212	Multimedia Communications Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
4210	Multimedia Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
4105	Office Assistant	TTSSEA	A	1,900.74	4,118.27	49,419.24	23.7593
			B	1,995.76	4,324.15	51,889.76	24.9470
			C	2,095.56	4,540.38	54,484.56	26.1945
			D	2,200.35	4,767.43	57,209.10	27.5044
			E	2,310.37	5,005.80	60,069.62	28.8796

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3401	Operations Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3405	Operations Supervisor*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
4110	Paralegal	CEU	A	3,472.01	7,522.69	90,272.26	43.4001
			B	3,645.61	7,898.82	94,785.86	45.5701
			C	3,827.89	8,293.76	99,525.14	47.8486
			D	4,019.29	8,708.46	104,501.54	50.2411
			E	4,220.25	9,143.88	109,726.50	52.7531
1107	Parks Commissioner	Stipend of \$50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,676.19	10,131.75	121,580.94	58.4524
			B	4,910.00	10,638.33	127,660.00	61.3750
			C	5,155.49	11,170.23	134,042.74	64.4436
			D	5,413.28	11,728.77	140,745.28	67.6660
			E	5,683.96	12,315.25	147,782.96	71.0495
3507	Parks Project Coordinator*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
3306	Plan Check Engineer*	TMMBU	A	5,175.40	11,213.37	134,560.40	64.6925
			B	5,434.16	11,774.01	141,288.16	67.9270
			C	5,705.88	12,362.74	148,352.88	71.3235
			D	5,991.18	12,980.89	155,770.68	74.8898
			E	6,290.74	13,629.94	163,559.24	78.6343
5214	Plan Examiner I	TEAMSTERS	A	3,558.68	7,710.47	92,525.68	44.4835
			B	3,736.66	8,096.10	97,153.16	46.7083
			C	3,923.48	8,500.87	102,010.48	49.0435
			D	4,119.63	8,925.87	107,110.38	51.4954
			E	4,325.64	9,372.22	112,466.64	54.0705
5215	Plan Examiner II	TEAMSTERS	A	3,923.54	8,501.00	102,012.04	49.0443
			B	4,119.76	8,926.15	107,113.76	51.4970
			C	4,325.72	9,372.39	112,468.72	54.0715
			D	4,542.00	9,841.00	118,092.00	56.7750
			E	4,769.14	10,333.14	123,997.64	59.6143
1106	Planning Commissioner	Stipend of \$50.00 per meeting					
3517	Planning Manager*	TMMBU	A	5,275.32	11,429.86	137,158.32	65.9415
			B	5,539.09	12,001.36	144,016.34	69.2386
			C	5,816.05	12,601.44	151,217.30	72.7006
			D	6,106.85	13,231.51	158,778.10	76.3356
			E	6,412.20	13,893.10	166,717.20	80.1525
4506	Planning Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6212	Police Captain*	TPMA	A	6,513.78	14,113.19	169,358.28	81.4223
			B	6,839.49	14,818.90	177,826.74	85.4936
			C	7,181.44	15,559.79	186,717.44	89.7680
			D	7,540.51	16,337.77	196,053.26	94.2564
			E	7,917.58	17,154.76	205,857.08	98.9698

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1513	Police Chief*	DH	Min Max	8,375.66 10,180.71	18,147.27 22,058.20	217,767.27 264,698.43	104.6958 127.2589
4603	Police Community Relations Coordinator	TTSSEA	A B C D E	2,764.27 2,902.49 3,047.60 3,199.98 3,359.98	5,989.25 6,288.73 6,603.13 6,933.29 7,279.96	71,871.02 75,464.74 79,237.60 83,199.48 87,359.48	34.5534 36.2811 38.0950 39.9998 41.9998
6103	Police Corporal	TPOA	A B C D E	4,140.03 4,347.04 4,564.39 4,792.63 5,032.26	8,970.07 9,418.59 9,889.51 10,384.03 10,903.23	107,640.78 113,023.04 118,674.14 124,608.38 130,838.76	51.7504 54.3380 57.0549 59.9079 62.9033
4604	Police Homeless Outreach Coordinator	TTSSEA	A B C D E	2,764.27 2,902.49 3,047.60 3,199.98 3,359.98	5,989.25 6,288.73 6,603.13 6,933.29 7,279.96	71,871.02 75,464.74 79,237.60 83,199.48 87,359.48	34.5534 36.2811 38.0950 39.9998 41.9998
9501	Police Intern/Parking Enforcement Officer	LS	A B C D E				20.8889 21.9387 23.0313 24.1776 25.3880
6211	Police Lieutenant*	TPMA	A B C D E	5,637.52 5,919.39 6,215.37 6,526.14 6,852.45	12,214.63 12,825.35 13,466.64 14,139.97 14,846.98	146,575.52 153,904.14 161,599.62 169,679.64 178,163.70	70.4690 73.9924 77.6921 81.5768 85.6556
6102	Police Officer	TPOA	A B C D E	3,763.66 3,951.85 4,149.44 4,356.94 4,574.78	8,154.60 8,562.34 8,990.45 9,440.04 9,912.02	97,855.16 102,748.10 107,885.44 113,280.44 118,944.28	47.0458 49.3981 51.8680 54.4618 57.1848
9517	Police Range Master	LS	A B C D E				33.3901 35.0612 36.8073 38.6498 40.5780
4103	Police Records Assistant I	TTSSEA	A B C D E	2,356.27 2,474.10 2,597.81 2,727.67 2,864.06	5,105.25 5,360.55 5,628.59 5,909.95 6,205.46	61,263.02 64,326.60 67,543.06 70,919.42 74,465.56	29.4534 30.9263 32.4726 34.0959 35.8008
4104	Police Records Assistant II	TTSSEA	A B C D E	2,597.77 2,727.67 2,864.02 3,007.22 3,157.60	5,628.50 5,909.95 6,205.38 6,515.64 6,841.47	67,542.02 70,919.42 74,464.52 78,187.72 82,097.60	32.4721 34.0959 35.8003 37.5903 39.4700
3626	Police Records Supervisor*	TMMBU	A B C D E	3,377.34 3,546.22 3,723.52 3,909.70 4,105.17	7,317.57 7,683.48 8,067.63 8,471.02 8,894.54	87,810.84 92,201.72 96,811.52 101,652.20 106,734.42	42.2168 44.3278 46.5440 48.8713 51.3146
9551	Police Reserve	LS	A				43.4382

City of Tracy
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6105	Police Sergeant	TPOA	A	4,651.52	10,078.29	120,939.52	58.1440
			B	4,884.12	10,582.26	126,987.12	61.0515
			C	5,128.34	11,111.40	133,336.84	64.1043
			D	5,384.75	11,666.96	140,003.50	67.3094
			E	5,653.98	12,250.29	147,003.48	70.6748
2712	Police Support Operations Manager*	CONF	A	5,998.40	12,996.53	155,958.40	74.9800
			B	6,298.33	13,646.38	163,756.58	78.7291
			C	6,613.23	14,328.67	171,943.98	82.6654
			D	6,943.89	15,045.10	180,541.14	86.7986
			E	7,291.09	15,797.36	189,568.34	91.1386
4701	Police Support Services Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6101	Police Trainee (Non-Sworn)	TPOA	A	3,272.65	7,090.74	85,088.90	40.9081
9638	Pool Manager	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
9533	Professional Standards Officer	LS	A				55.6502
			B				58.4354
			C				61.3598
			D				64.4235
			E				67.6479
9110	Program Assistant	LS	Min				16.6040
			Max				27.6590
9231	Project Specialist I	LS	Min				16.6040
			Max				53.5720
9232	Project Specialist II	LS	Min				53.5827
			Max				151.0321
5518	Property and Evidence Technician	TEAMSTERS	A	2,541.14	5,505.80	66,069.64	31.7643
			B	2,668.19	5,781.08	69,372.94	33.3524
			C	2,801.61	6,070.16	72,841.86	35.0201
			D	2,941.69	6,373.66	76,483.94	36.7711
			E	3,088.76	6,692.31	80,307.76	38.6095
2585	Public Information Officer*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,919.23	8,491.67	101,899.98	48.9904
			B	4,115.19	8,916.25	106,994.94	51.4399
			C	4,320.97	9,362.10	112,345.22	54.0121
			D	4,537.01	9,830.19	117,962.26	56.7126
			E	4,763.87	10,321.72	123,860.62	59.5484
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,935.76	6,360.81	76,329.76	36.6970
			B	3,082.53	6,678.82	80,145.78	38.5316
			C	3,236.65	7,012.74	84,152.90	40.4581
			D	3,398.48	7,363.37	88,360.48	42.4810
			E	3,568.43	7,731.60	92,779.18	44.6054

City of Tracy
Master Salary Schedule

Effective 12/03/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,230.10	6,998.55	83,982.60	40.3763
			B	3,391.59	7,348.45	88,181.34	42.3949
			C	3,561.18	7,715.89	92,590.68	44.5148
			D	3,739.23	8,101.67	97,219.98	46.7404
			E	3,926.20	8,506.77	102,081.20	49.0775
9512	Public Safety Dispatcher II - Per Diem	LS	A				35.4683
			B				37.2465
			C				39.1105
			D				41.0601
			E				43.1169
3214	Real Property Agent*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
9631	Recreation Leader I	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
9632	Recreation Leader II	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
9633	Recreation Leader III	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
4401	Recreation Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3513	Recreation Services Manager*	TMMBU	A	4,397.01	9,526.86	114,322.26	54.9626
			B	4,616.89	10,003.26	120,039.14	57.7111
			C	4,847.72	10,503.39	126,040.72	60.5965
			D	5,090.12	11,028.59	132,343.12	63.6265
			E	5,344.62	11,580.01	138,960.12	66.8078
3505	Recreation Services Supervisor*	TMMBU	A	3,997.30	8,660.82	103,929.80	49.9663
			B	4,197.17	9,093.87	109,126.42	52.4646
			C	4,407.04	9,548.59	114,583.04	55.0880
			D	4,627.38	10,025.99	120,311.88	57.8423
			E	4,858.75	10,527.29	126,327.50	60.7344
9626	Recreation Specialized Instructor	LS	Min				16.6040
			Max				56.9999
4113	Senior Account Clerk	TTSSEA	A	2,569.99	5,568.31	66,819.74	32.1249
			B	2,698.48	5,846.71	70,160.48	33.7310
			C	2,833.42	6,139.08	73,668.92	35.4178
			D	2,975.09	6,446.03	77,352.34	37.1886
			E	3,123.83	6,768.30	81,219.58	39.0479
3105	Senior Accountant*	TMMBU	A	4,153.93	9,000.18	108,002.18	51.9241
			B	4,361.65	9,450.24	113,402.90	54.5206
			C	4,579.72	9,922.73	119,072.72	57.2465
			D	4,808.71	10,418.87	125,026.46	60.1089
			E	5,049.15	10,939.83	131,277.90	63.1144

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4202	Senior Accounting Technician	TTSSEA	A	3,332.50	7,220.42	86,645.00	41.6563
			B	3,499.14	7,581.47	90,977.64	43.7393
			C	3,674.11	7,960.57	95,526.86	45.9264
			D	3,857.82	8,358.61	100,303.32	48.2228
			E	4,050.72	8,776.56	105,318.72	50.6340
5525	Senior Animal Services Officer	TEAMSTERS	A	2,680.16	5,807.01	69,684.16	33.5020
			B	2,814.18	6,097.39	73,168.68	35.1773
			C	2,954.88	6,402.24	76,826.88	36.9360
			D	3,102.63	6,722.37	80,668.38	38.7829
			E	3,257.77	7,058.50	84,702.02	40.7221
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,945.14	6,381.14	76,573.64	36.8143
			B	3,092.38	6,700.16	80,401.88	38.6548
			C	3,246.99	7,035.15	84,421.74	40.5874
			D	3,409.36	7,386.95	88,643.36	42.6170
			E	3,579.85	7,756.34	93,076.10	44.7481
3304	Senior Civil Engineer*	TMMBU	A	5,175.54	11,213.67	134,564.04	64.6943
			B	5,434.31	11,774.34	141,292.06	67.9289
			C	5,706.04	12,363.09	148,357.04	71.3255
			D	5,991.34	12,981.24	155,774.84	74.8918
			E	6,290.91	13,630.31	163,563.66	78.6364
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,246.95	7,035.06	84,420.70	40.5869
			B	3,409.28	7,386.77	88,641.28	42.6160
			C	3,579.74	7,756.10	93,073.24	44.7468
			D	3,758.73	8,143.92	97,726.98	46.9841
			E	3,946.66	8,551.10	102,613.16	49.3333
4208	Senior Information Systems Technician	TTSSEA	A	3,441.28	7,456.11	89,473.28	43.0160
			B	3,613.35	7,828.93	93,947.10	45.1669
			C	3,794.02	8,220.38	98,644.52	47.4253
			D	3,983.73	8,631.42	103,576.98	49.7966
			E	4,182.90	9,062.95	108,755.40	52.2863
9637	Senior Lifeguard	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
5305	Senior Maintenance Worker	TEAMSTERS	A	2,755.58	5,970.42	71,645.08	34.4448
			B	2,893.34	6,268.90	75,226.84	36.1668
			C	3,038.01	6,582.36	78,988.26	37.9751
			D	3,189.92	6,911.49	82,937.92	39.8740
			E	3,349.40	7,257.03	87,084.40	41.8675
3203	Senior Planner*	TMMBU	A	4,436.64	9,612.72	115,352.64	55.4580
			B	4,658.47	10,093.35	121,120.22	58.2309
			C	4,891.41	10,598.06	127,176.66	61.1426
			D	5,135.98	11,127.96	133,535.48	64.1998
			E	5,392.77	11,684.34	140,212.02	67.4096
4410	Senior Police Records Assistant	TTSSEA	A	2,864.07	6,205.49	74,465.82	35.8009
			B	3,007.31	6,515.84	78,190.06	37.5914
			C	3,157.63	6,841.53	82,098.38	39.4704
			D	3,315.52	7,183.63	86,203.52	41.4440
			E	3,481.28	7,542.77	90,513.28	43.5160

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,795.25	6,056.38	72,676.50	34.9406
			B	2,935.01	6,359.19	76,310.26	36.6876
			C	3,081.76	6,677.15	80,125.76	38.5220
			D	3,235.84	7,010.99	84,131.84	40.4480
			E	3,397.64	7,361.55	88,338.64	42.4705
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,561.02	7,715.54	92,586.52	44.5128
			B	3,739.08	8,101.34	97,216.08	46.7385
			C	3,926.02	8,506.38	102,076.52	49.0753
			D	4,122.33	8,931.72	107,180.58	51.5291
			E	4,328.47	9,378.35	112,540.22	54.1059
5356	Senior Utilities Worker	TEAMSTERS	A	2,893.88	6,270.07	75,240.88	36.1735
			B	3,038.44	6,583.29	78,999.44	37.9805
			C	3,190.28	6,912.27	82,947.28	39.8785
			D	3,350.28	7,258.94	87,107.28	41.8785
			E	3,516.67	7,619.45	91,433.42	43.9584
9109	Summer Student Intern	LS					16.6040
3343	Supervising Building Inspector*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,140.38	8,970.82	107,649.88	51.7548
			B	4,347.39	9,419.35	113,032.14	54.3424
			C	4,564.76	9,890.31	118,683.76	57.0595
			D	4,792.99	10,384.81	124,617.74	59.9124
			E	5,032.65	10,904.08	130,848.90	62.9081
3117	System Administrator*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
9361	Theatre Technician	LS	A				31.8261
			B				33.4116
			C				35.0827
			D				36.8395
			E				38.6820
4420	Transit Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3515	Transit Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
1109	Transportation Commissioner	Stipend of \$50.00 per meeting					

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3426	Utilities Laboratory Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3417	Utilities Laboratory Supervisor*	TMMBU	A	3,938.21	8,532.79	102,393.46	49.2276
			B	4,135.11	8,959.41	107,512.86	51.6889
			C	4,341.88	9,407.41	112,888.88	54.2735
			D	4,558.97	9,877.77	118,533.22	56.9871
			E	4,786.92	10,371.66	124,459.92	59.8365
5350	Utilities Worker I	TEAMSTERS	A	2,068.36	4,481.45	53,777.36	25.8545
			B	2,172.02	4,706.04	56,472.52	27.1503
			C	2,280.20	4,940.43	59,285.20	28.5025
			D	2,394.75	5,188.63	62,263.50	29.9344
			E	2,515.67	5,450.62	65,407.42	31.4459
5353	Utilities Worker II	TEAMSTERS	A	2,627.50	5,692.92	68,315.00	32.8438
			B	2,759.34	5,978.57	71,742.84	34.4918
			C	2,896.61	6,275.99	75,311.86	36.2076
			D	3,042.07	6,591.15	79,093.82	38.0259
			E	3,193.91	6,920.14	83,041.66	39.9239
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,550.26	9,858.90	118,306.76	56.8783
			B	4,777.76	10,351.81	124,221.76	59.7220
			C	5,016.66	10,869.43	130,433.16	62.7083
			D	5,267.48	11,412.87	136,954.48	65.8435
			E	5,530.85	11,983.51	143,802.10	69.1356
3423	Utility Maintenance Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
3419	Utility Maintenance Supervisor*	TMMBU	A	4,127.11	8,942.07	107,304.86	51.5889
			B	4,333.46	9,389.16	112,669.96	54.1683
			C	4,550.14	9,858.64	118,303.64	56.8768
			D	4,777.64	10,351.55	124,218.64	59.7205
			E	5,016.53	10,869.15	130,429.78	62.7066
5411	Utility Mechanic I	TEAMSTERS	A	3,095.50	6,706.92	80,483.00	38.6938
			B	3,250.27	7,042.25	84,507.02	40.6284
			C	3,412.78	7,394.36	88,732.28	42.6598
			D	3,583.42	7,764.08	93,168.92	44.7928
			E	3,762.58	8,152.26	97,827.08	47.0323
5412	Utility Mechanic II	TEAMSTERS	A	3,410.82	7,390.11	88,681.32	42.6353
			B	3,581.37	7,759.64	93,115.62	44.7671
			C	3,760.43	8,147.60	97,771.18	47.0054
			D	3,948.46	8,555.00	102,659.96	49.3558
			E	4,145.89	8,982.76	107,793.14	51.8236
5404	Utility Operator	TEAMSTERS	A	4,173.37	9,042.30	108,507.62	52.1671
			B	4,381.99	9,494.31	113,931.74	54.7749
			C	4,601.10	9,969.05	119,628.60	57.5138
			D	4,831.17	10,467.54	125,610.42	60.3896
			E	5,072.72	10,990.89	131,890.72	63.4090

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3422	Wastewater Operations Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,933.76	6,356.48	76,277.76	36.6720
			B	3,080.44	6,674.29	80,091.44	38.5055
			C	3,234.46	7,008.00	84,095.96	40.4308
			D	3,396.19	7,358.41	88,300.94	42.4524
			E	3,566.01	7,726.36	92,716.26	44.5751
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,234.56	7,008.21	84,098.56	40.4320
			B	3,396.26	7,358.56	88,302.76	42.4533
			C	3,566.07	7,726.49	92,717.82	44.5759
			D	3,744.40	8,112.87	97,354.40	46.8050
			E	3,931.63	8,518.53	102,222.38	49.1454
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,559.54	7,712.34	92,548.04	44.4943
			B	3,737.47	8,097.85	97,174.22	46.7184
			C	3,924.36	8,502.78	102,033.36	49.0545
			D	4,120.60	8,927.97	107,135.60	51.5075
			E	4,326.62	9,374.34	112,492.12	54.0828
3421	Water Operations Superintendent*	TMMBU	A	4,594.40	9,954.53	119,454.40	57.4300
			B	4,824.10	10,452.22	125,426.60	60.3013
			C	5,065.32	10,974.86	131,698.32	63.3165
			D	5,318.58	11,523.59	138,283.08	66.4823
			E	5,584.50	12,099.75	145,197.00	69.8063
9351	Water Patrol Aide	LS	A				18.9607
			B				19.9141
			C				20.8997
			D				21.9495
			E				23.0421
3415	Water Resources and Compliance Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,125.70	6,772.35	81,268.20	39.0713
			B	3,281.99	7,110.98	85,331.74	41.0249
			C	3,446.08	7,466.51	89,598.08	43.0760
			D	3,618.38	7,839.82	94,077.88	45.2298
			E	3,799.29	8,231.80	98,781.54	47.4911
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,446.17	7,466.70	89,600.42	43.0771
			B	3,618.48	7,840.04	94,080.48	45.2310
			C	3,799.41	8,232.06	98,784.66	47.4926
			D	3,989.36	8,643.61	103,723.36	49.8670
			E	4,188.83	9,075.80	108,909.58	52.3604
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,792.40	8,216.87	98,602.40	47.4050
			B	3,982.02	8,627.71	103,532.52	49.7753
			C	4,181.13	9,059.12	108,709.38	52.2641
			D	4,390.18	9,512.06	114,144.68	54.8773
			E	4,609.68	9,987.64	119,851.68	57.6210

City of Tracy
Master Salary Schedule

Effective 01/12/2025

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,331.63	5,051.87	60,622.38	29.1454
			B	2,448.22	5,304.48	63,653.72	30.6028
			C	2,570.62	5,569.68	66,836.12	32.1328
			D	2,699.16	5,848.18	70,178.16	33.7395
			E	2,834.12	6,140.59	73,687.12	35.4265
3106	Accountant*	TMMBU	A	3,665.88	7,942.74	95,312.88	45.8235
			B	3,849.18	8,339.89	100,078.68	48.1148
			C	4,041.63	8,756.87	105,082.38	50.5204
			D	4,243.70	9,194.68	110,336.20	53.0463
			E	4,455.89	9,654.43	115,853.14	55.6986
2520	Accounting Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4201	Accounting Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
4102	Administrative Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
8102	Administrative Assistant - Confidential	CONF	A	2,378.88	5,154.24	61,850.88	29.7360
			B	2,497.81	5,411.92	64,943.06	31.2226
			C	2,622.70	5,682.52	68,190.20	32.7838
			D	2,753.86	5,966.70	71,600.36	34.4233
			E	2,891.53	6,264.98	75,179.78	36.1441
4107	Administrative Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
3510	Airport Manager*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
5522	Animal Services Aide	TEAMSTERS	A	1,591.15	3,447.49	41,369.90	19.8894
			B	1,670.71	3,619.87	43,438.46	20.8839
			C	1,754.26	3,800.90	45,610.76	21.9283
			D	1,841.96	3,990.91	47,890.96	23.0245
			E	1,934.05	4,190.44	50,285.30	24.1756
3620	Animal Services Manager*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
5521	Animal Services Officer I	TEAMSTERS	A	2,214.57	4,798.24	57,578.82	27.6821
			B	2,325.26	5,038.06	60,456.76	29.0658
			C	2,441.51	5,289.94	63,479.26	30.5189
			D	2,563.59	5,554.45	66,653.34	32.0449
			E	2,691.80	5,832.23	69,986.80	33.6475

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5523	Animal Services Officer II	TEAMSTERS	A	2,436.51	5,279.11	63,349.26	30.4564
			B	2,558.32	5,543.03	66,516.32	31.9790
			C	2,686.27	5,820.25	69,843.02	33.5784
			D	2,820.57	6,111.24	73,334.82	35.2571
			E	2,961.61	6,416.82	77,001.86	37.0201
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,961.90	6,417.45	77,009.40	37.0238
			B	3,110.00	6,738.33	80,860.00	38.8750
			C	3,265.49	7,075.23	84,902.74	40.8186
			D	3,428.77	7,429.00	89,148.02	42.8596
			E	3,600.21	7,800.46	93,605.46	45.0026
2573	Assistant City Attorney*	CONF	A	6,746.66	14,617.76	175,413.16	84.3333
			B	7,083.97	15,348.60	184,183.22	88.5496
			C	7,438.18	16,116.06	193,392.68	92.9773
			D	7,810.09	16,921.86	203,062.34	97.6261
			E	8,200.58	17,767.92	213,215.08	102.5073
3338	Assistant City Engineer*	TMMBU	A	5,680.92	12,308.66	147,703.92	71.0115
			B	5,979.92	12,956.49	155,477.92	74.7490
			C	6,294.65	13,638.41	163,660.90	78.6831
			D	6,625.96	14,356.25	172,274.96	82.8245
			E	6,974.68	15,111.81	181,341.68	87.1835
1502	Assistant City Manager*	DH	Min	9,827.29	21,292.46	255,509.54	122.8411
			Max	10,539.63	22,835.87	274,030.44	131.7454
2682	Assistant Director DES*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2635	Assistant Director Operations*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2640	Assistant Director of Park, Recreation, and Community Services*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2636	Assistant Director Utilities*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
3302	Assistant Engineer*	TMMBU	A	3,900.19	8,450.41	101,404.94	48.7524
			B	4,095.17	8,872.87	106,474.42	51.1896
			C	4,299.94	9,316.54	111,798.44	53.7493
			D	4,514.94	9,782.37	117,388.44	56.4368
			E	4,740.69	10,271.50	123,257.94	59.2586
5232	Assistant Planner	TEAMSTERS	A	3,181.31	6,892.84	82,714.06	39.7664
			B	3,340.38	7,237.49	86,849.88	41.7548
			C	3,507.40	7,599.37	91,192.40	43.8425
			D	3,682.77	7,979.34	95,752.02	46.0346
			E	3,866.90	8,378.28	100,539.40	48.3363
2580	Assistant to the City Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3333	Associate Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3303	Associate Civil Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3202	Associate Planner*	TMMBU	A	3,643.45	7,894.14	94,729.70	45.5431
			B	3,825.62	8,288.84	99,466.12	47.8203
			C	4,016.90	8,703.28	104,439.40	50.2113
			D	4,217.75	9,138.46	109,661.50	52.7219
			E	4,428.65	9,595.41	115,144.90	55.3581
4451	Box Office Assistant	TTSSEA	A	2,090.80	4,530.07	54,360.80	26.1350
			B	2,195.36	4,756.61	57,079.36	27.4420
			C	2,305.13	4,994.45	59,933.38	28.8141
			D	2,420.37	5,244.14	62,929.62	30.2546
			E	2,541.42	5,506.41	66,076.92	31.7678
4455	Box Office Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3104	Budget Officer*	CONF	A	4,895.46	10,606.83	127,281.96	61.1933
			B	5,140.22	11,137.14	133,645.72	64.2528
			C	5,397.22	11,693.98	140,327.72	67.4653
			D	5,667.10	12,278.72	147,344.60	70.8388
			E	5,950.46	12,892.66	154,711.96	74.3808
5211	Building Inspector I	TEAMSTERS	A	2,854.90	6,185.62	74,227.40	35.6863
			B	2,997.64	6,494.89	77,938.64	37.4705
			C	3,147.53	6,819.65	81,835.78	39.3441
			D	3,304.91	7,160.64	85,927.66	41.3114
			E	3,470.15	7,518.66	90,223.90	43.3769
5212	Building Inspector II	TEAMSTERS	A	3,646.18	7,900.06	94,800.68	45.5773
			B	3,828.51	8,295.11	99,541.26	47.8564
			C	4,019.91	8,709.81	104,517.66	50.2489
			D	4,220.92	9,145.33	109,743.92	52.7615
			E	4,431.93	9,602.52	115,230.18	55.3991
5320	Building Maintenance Worker I	TEAMSTERS	A	2,423.08	5,250.01	63,000.08	30.2885
			B	2,544.25	5,512.54	66,150.50	31.8031
			C	2,671.46	5,788.16	69,457.96	33.3933
			D	2,805.04	6,077.59	72,931.04	35.0630
			E	2,945.29	6,381.46	76,577.54	36.8161
5321	Building Maintenance Worker II	TEAMSTERS	A	2,671.52	5,788.29	69,459.52	33.3940
			B	2,805.10	6,077.72	72,932.60	35.0638
			C	2,945.35	6,381.59	76,579.10	36.8169
			D	3,092.61	6,700.66	80,407.86	38.6576
			E	3,247.26	7,035.73	84,428.76	40.5908
3341	Building Official*	TMMBU	A	5,522.65	11,965.74	143,588.90	69.0331
			B	5,798.76	12,563.98	150,767.76	72.4845
			C	6,088.72	13,192.23	158,306.72	76.1090
			D	6,393.14	13,851.80	166,221.64	79.9143
			E	6,712.81	14,544.42	174,533.06	83.9101
4501	Building Permit Technician I	TTSSEA	A	2,647.57	5,736.40	68,836.82	33.0946
			B	2,779.97	6,023.27	72,279.22	34.7496
			C	2,918.95	6,324.39	75,892.70	36.4869
			D	3,064.90	6,640.62	79,687.40	38.3113
			E	3,218.16	6,972.68	83,672.16	40.2270

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4502	Building Permit Technician II	TTSSEA	A	2,919.02	6,324.54	75,894.52	36.4878
			B	3,064.98	6,640.79	79,689.48	38.3123
			C	3,218.23	6,972.83	83,673.98	40.2279
			D	3,379.15	7,321.49	87,857.90	42.2394
			E	3,548.10	7,687.55	92,250.60	44.3513
1530	Chief Innovation Officer*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.47	111.6738
1506	City Attorney*	CONTRACT		11,138.47	24,133.35	289,600.21	139.2309
3110	City Clerk*	TMMBU	A	5,009.89	10,854.76	130,257.14	62.6236
			B	5,260.39	11,397.51	136,770.14	65.7549
			C	5,523.40	11,967.37	143,608.40	69.0425
			D	5,799.56	12,565.71	150,788.56	72.4945
			E	6,089.54	13,194.00	158,328.04	76.1193
1102	City Council Member*			876.93	1,900.00	22,800.00	
2681	City Engineer*	CONF	A	6,750.67	14,626.45	175,517.42	84.3834
			B	7,088.21	15,357.79	184,293.46	88.6026
			C	7,442.62	16,125.68	193,508.12	93.0328
			D	7,814.75	16,931.96	203,183.50	97.6844
			E	8,205.51	17,778.61	213,343.26	102.5689
1501	City Manager*	CONTRACT		12,395.84	26,857.65	322,291.76	154.9480
1112	City Treasurer*			876.93	1,900.00	22,800.00	
9107	Clerical Aide	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
3155	Code Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5202	Code Enforcement Officer	TEAMSTERS	A	2,949.07	6,389.65	76,675.82	36.8634
			B	3,096.51	6,709.11	80,509.26	38.7064
			C	3,251.35	7,044.59	84,535.10	40.6419
			D	3,413.91	7,396.81	88,761.66	42.6739
			E	3,584.61	7,766.66	93,199.86	44.8076
4465	Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3315	Community Preservation Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5513	Community Services Officer	TEAMSTERS	A	2,575.11	5,579.41	66,952.86	32.1889
			B	2,703.87	5,858.39	70,300.62	33.7984
			C	2,839.03	6,151.23	73,814.78	35.4879
			D	2,981.00	6,458.83	77,506.00	37.2625
			E	3,130.07	6,781.82	81,381.82	39.1259
5222	Construction Inspector I	TEAMSTERS	A	3,309.37	7,170.30	86,043.62	41.3671
			B	3,474.86	7,528.86	90,346.36	43.4358
			C	3,648.58	7,905.26	94,863.08	45.6073
			D	3,831.01	8,300.52	99,606.26	47.8876
			E	4,022.59	8,715.61	104,587.34	50.2824

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5223	Construction Inspector II	TEAMSTERS	A	3,648.73	7,905.58	94,866.98	45.6091
			B	3,831.17	8,300.87	99,610.42	47.8896
			C	4,022.71	8,715.87	104,590.46	50.2839
			D	4,223.89	9,151.76	109,821.14	52.7986
			E	4,435.07	9,609.32	115,311.82	55.4384
3347	Construction Project Manager*	TMMBU	A	4,554.42	9,867.91	118,414.92	56.9303
			B	4,782.13	10,361.28	124,335.38	59.7766
			C	5,021.24	10,879.35	130,552.24	62.7655
			D	5,272.29	11,423.30	137,079.54	65.9036
			E	5,535.91	11,994.47	143,933.66	69.1989
4605	Crime Analyst	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
5514	Crime Prevention Specialist	TEAMSTERS	A	2,667.41	5,779.39	69,352.66	33.3426
			B	2,800.81	6,068.42	72,821.06	35.0101
			C	2,940.86	6,371.86	76,462.36	36.7608
			D	3,087.87	6,690.39	80,284.62	38.5984
			E	3,242.26	7,024.90	84,298.76	40.5283
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,185.00	6,900.83	82,810.00	39.8125
			B	3,344.24	7,245.85	86,950.24	41.8030
			C	3,511.42	7,608.08	91,296.92	43.8928
			D	3,686.99	7,988.48	95,861.74	46.0874
			E	3,871.35	8,387.93	100,655.10	48.3919
5517	Crime Scene Technician	TEAMSTERS	A	2,888.81	6,259.09	75,109.06	36.1101
			B	3,033.21	6,571.96	78,863.46	37.9151
			C	3,184.89	6,900.60	82,807.14	39.8111
			D	3,344.14	7,245.64	86,947.64	41.8018
			E	3,511.35	7,607.93	91,295.10	43.8919
1108	Cultural Arts Commissioner	Stipend of \$50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	5,171.38	11,204.66	134,455.88	64.6423
			B	5,429.95	11,764.89	141,178.70	67.8744
			C	5,701.45	12,353.14	148,237.70	71.2681
			D	5,986.51	12,970.77	155,649.26	74.8314
			E	6,285.83	13,619.30	163,431.58	78.5729
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3524	Cultural Arts Supervisor*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3113	Cyber Security Officer*	TMMBU	A	4,817.85	10,438.68	125,264.10	60.2231
			B	5,058.75	10,960.63	131,527.50	63.2344
			C	5,311.68	11,508.64	138,103.68	66.3960
			D	5,577.27	12,084.09	145,009.02	69.7159
			E	5,856.13	12,688.28	152,259.38	73.2016
9552	D.A.R.E Officer	LS	A				38.9605
			B				40.9101
			C				42.9561
			D				45.0986
			E				47.3589
2571	Deputy City Attorney I*	CONF	A	5,296.97	11,476.77	137,721.22	66.2121
			B	5,561.82	12,050.61	144,607.32	69.5228
			C	5,839.93	12,653.18	151,838.18	72.9991
			D	6,131.92	13,285.83	159,429.92	76.6490
			E	6,438.50	13,950.08	167,401.00	80.4813
2572	Deputy City Attorney II*	CONF	A	5,826.68	12,624.47	151,493.68	72.8335
			B	6,118.02	13,255.71	159,068.52	76.4753
			C	6,423.92	13,918.49	167,021.92	80.2990
			D	6,745.13	14,614.45	175,373.38	84.3141
			E	7,082.37	15,345.14	184,141.62	88.5296
4116	Deputy City Clerk	TTSSEA	A	3,079.97	6,673.27	80,079.22	38.4996
			B	3,233.98	7,006.96	84,083.48	40.4248
			C	3,395.68	7,357.31	88,287.68	42.4460
			D	3,565.47	7,725.19	92,702.22	44.5684
			E	3,743.74	8,111.44	97,337.24	46.7968
2711	Deputy Police Chief	CEU	A	7,165.20	15,524.60	186,295.20	89.5650
			B	7,523.47	16,300.85	195,610.22	94.0434
			C	7,899.64	17,115.89	205,390.64	98.7455
			D	8,294.61	17,971.66	215,659.86	103.6826
			E	8,709.35	18,870.26	226,443.10	108.8669
1528	Director of Community and Economic Development*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1522	Director of Finance*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1518	Director of Human Resources*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1527	Director of Mobility and Housing*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1524	Director of Public Works*	DH	Min	7,884.09	17,082.19	204,986.25	98.5511
			Max	9,581.48	20,759.88	249,118.58	119.7685
1516	Director of Parks, Recreation and Community Services*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
3208	Economic Development Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3209	Economic Development Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3207	Economic Development Manager*	TMMBU	A	5,254.70	11,385.18	136,622.20	65.6838
			B	5,517.42	11,954.41	143,452.92	68.9678
			C	5,793.30	12,552.15	150,625.80	72.4163
			D	6,082.96	13,179.75	158,156.96	76.0370
			E	6,387.11	13,838.74	166,064.86	79.8389
5325	Electrician	TEAMSTERS	A	3,660.27	7,930.59	95,167.02	45.7534
			B	3,843.30	8,327.15	99,925.80	48.0413
			C	4,035.48	8,743.54	104,922.48	50.4435
			D	4,237.23	9,180.67	110,167.98	52.9654
			E	4,449.09	9,639.70	115,676.34	55.6136
9105	Engineering Intern	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5221	Engineering Technician I	TEAMSTERS	A	2,913.22	6,311.98	75,743.72	36.4153
			B	3,058.88	6,627.57	79,530.88	38.2360
			C	3,211.82	6,958.94	83,507.32	40.1478
			D	3,372.41	7,306.89	87,682.66	42.1551
			E	3,541.06	7,672.30	92,067.56	44.2633
5225	Engineering Technician II	TEAMSTERS	A	3,211.84	6,958.99	83,507.84	40.1480
			B	3,372.43	7,306.93	87,683.18	42.1554
			C	3,541.07	7,672.32	92,067.82	44.2634
			D	3,718.13	8,055.95	96,671.38	46.4766
			E	3,903.99	8,458.65	101,503.74	48.7999
3412	Environmental Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5424	Environmental Compliance Technician	TEAMSTERS	A	2,648.03	5,737.40	68,848.78	33.1004
			B	2,780.42	6,024.24	72,290.92	34.7553
			C	2,919.46	6,325.50	75,905.96	36.4933
			D	3,065.42	6,641.74	79,700.92	38.3178
			E	3,218.68	6,973.81	83,685.68	40.2335
5313	Equipment Mechanic I	TEAMSTERS	A	2,677.35	5,800.93	69,611.10	33.4669
			B	2,811.20	6,090.93	73,091.20	35.1400
			C	2,951.76	6,395.48	76,745.76	36.8970
			D	3,099.34	6,715.24	80,582.84	38.7418
			E	3,254.31	7,051.01	84,612.06	40.6789
5314	Equipment Mechanic II	TEAMSTERS	A	2,951.75	6,395.46	76,745.50	36.8969
			B	3,099.35	6,715.26	80,583.10	38.7419
			C	3,254.30	7,050.98	84,611.80	40.6788
			D	3,417.02	7,403.54	88,842.52	42.7128
			E	3,587.87	7,773.72	93,284.62	44.8484
4108	Executive Assistant	TTSSEA	A	2,823.78	6,118.19	73,418.28	35.2973
			B	2,964.96	6,424.08	77,088.96	37.0620
			C	3,113.22	6,745.31	80,943.72	38.9153
			D	3,268.88	7,082.57	84,990.88	40.8610
			E	3,432.32	7,436.69	89,240.32	42.9040
8108	Executive Assistant - Confidential	CONF	A	2,893.81	6,269.92	75,239.06	36.1726
			B	3,038.51	6,583.44	79,001.26	37.9814
			C	3,190.43	6,912.60	82,951.18	39.8804
			D	3,349.93	7,258.18	87,098.18	41.8741
			E	3,517.45	7,621.14	91,453.70	43.9681
2581	Executive Assistant to City Manager	CONF	A	3,314.85	7,182.18	86,186.10	41.4356
			B	3,480.57	7,541.24	90,494.82	43.5071
			C	3,654.60	7,918.30	95,019.60	45.6825
			D	3,837.34	8,314.24	99,770.84	47.9668
			E	4,029.19	8,729.91	104,758.94	50.3649

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9635	Facility Attendant	LS	A				21.2103
			B				22.2708
			C				23.3849
			D				24.5525
			E				25.7844
3107	Financial Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3108	Financial Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
3404	Fleet Supervisor*	TMMBU	A	3,873.73	8,393.08	100,716.98	48.4216
			B	4,067.38	8,812.66	105,751.88	50.8423
			C	4,270.76	9,253.31	111,039.76	53.3845
			D	4,484.28	9,715.94	116,591.28	56.0535
			E	4,708.50	10,201.75	122,421.00	58.8563
3120	GIS Analyst *	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4206	GIS Technician	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
3215	Homeless Services Manager*	TMMBU	A	4,776.99	10,350.15	124,201.74	59.7124
			B	5,015.84	10,867.65	130,411.84	62.6980
			C	5,266.64	11,411.05	136,932.64	65.8330
			D	5,529.96	11,981.58	143,778.96	69.1245
			E	5,806.45	12,580.64	150,967.70	72.5806
2511	Human Resources Analyst I*	CONF	A	3,443.97	7,461.94	89,543.22	43.0496
			B	3,616.18	7,835.06	94,020.68	45.2023
			C	3,796.97	8,226.77	98,721.22	47.4621
			D	3,986.82	8,638.11	103,657.32	49.8353
			E	4,186.16	9,070.01	108,840.16	52.3270
2512	Human Resources Analyst II*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
2562	Human Resources Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4301	Human Resources Technician	CONF	A	2,938.57	6,366.90	76,402.82	36.7321
			B	3,085.50	6,685.25	80,223.00	38.5688
			C	3,239.78	7,019.52	84,234.28	40.4973
			D	3,401.78	7,370.52	88,446.28	42.5223
			E	3,571.86	7,739.03	92,868.36	44.6483
4204	Information Systems Technician I	TTSSEA	A	2,720.39	5,894.18	70,730.14	34.0049
			B	2,856.41	6,188.89	74,266.66	35.7051
			C	2,999.24	6,498.35	77,980.24	37.4905
			D	3,149.20	6,823.27	81,879.20	39.3650
			E	3,306.67	7,164.45	85,973.42	41.3334

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4205	Information Systems Technician II	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
2553	Information Technology Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
3111	Information Technology Specialist*	TMMBU	A	3,754.14	8,133.97	97,607.64	46.9268
			B	3,941.87	8,540.72	102,488.62	49.2734
			C	4,138.95	8,967.73	107,612.70	51.7369
			D	4,345.88	9,416.07	112,992.88	54.3235
			E	4,563.18	9,886.89	118,642.68	57.0398
5413	Instrumentation Technician	TEAMSTERS	A	3,398.36	7,363.11	88,357.36	42.4795
			B	3,568.29	7,731.30	92,775.54	44.6036
			C	3,746.71	8,117.87	97,414.46	46.8339
			D	3,934.02	8,523.71	102,284.52	49.1753
			E	4,130.73	8,949.92	107,398.98	51.6341
9108	Intern-Generalist	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5224	Junior Engineer	TEAMSTERS	A	3,540.92	7,671.99	92,063.92	44.2615
			B	3,717.98	8,055.62	96,667.48	46.4748
			C	3,903.85	8,458.34	101,500.10	48.7981
			D	4,099.06	8,881.30	106,575.56	51.2383
			E	4,304.02	9,325.38	111,904.52	53.8003
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,212.10	6,959.55	83,514.60	40.1513
			B	3,372.73	7,307.58	87,690.98	42.1591
			C	3,541.36	7,672.95	92,075.36	44.2670
			D	3,718.41	8,056.56	96,678.66	46.4801
			E	3,904.35	8,459.43	101,513.10	48.8044
5421	Laboratory Technician I	TEAMSTERS	A	2,643.64	5,727.89	68,734.64	33.0455
			B	2,775.79	6,014.21	72,170.54	34.6974
			C	2,914.61	6,314.99	75,779.86	36.4326
			D	3,060.33	6,630.72	79,568.58	38.2541
			E	3,213.33	6,962.22	83,546.58	40.1666
5422	Laboratory Technician II	TEAMSTERS	A	2,914.55	6,314.86	75,778.30	36.4319
			B	3,060.28	6,630.61	79,567.28	38.2535
			C	3,213.29	6,962.13	83,545.54	40.1661
			D	3,373.94	7,310.20	87,722.44	42.1743
			E	3,542.64	7,675.72	92,108.64	44.2830
3508	Landscape Architect*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
4109	Legal Secretary	CONF	A	3,156.37	6,838.80	82,065.62	39.4546
			B	3,314.17	7,180.70	86,168.42	41.4271
			C	3,479.90	7,539.78	90,477.40	43.4988
			D	3,653.89	7,916.76	95,001.14	45.6736
			E	3,836.59	8,312.61	99,751.34	47.9574
9636	Lifeguard	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822

City of Tracy
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9303	Maintenance Aide	LS	A				18.6929
			B				19.6248
			C				20.5997
			D				21.6281
			E				22.7100
5301	Maintenance Worker I	TEAMSTERS	A	1,970.61	4,269.66	51,235.86	24.6326
			B	2,069.15	4,483.16	53,797.90	25.8644
			C	2,172.59	4,707.28	56,487.34	27.1574
			D	2,281.22	4,942.64	59,311.72	28.5153
			E	2,395.29	5,189.80	62,277.54	29.9411
5303	Maintenance Worker II	TEAMSTERS	A	2,503.04	5,423.25	65,079.04	31.2880
			B	2,628.20	5,694.43	68,333.20	32.8525
			C	2,759.59	5,979.11	71,749.34	34.4949
			D	2,897.57	6,278.07	75,336.82	36.2196
			E	3,042.44	6,591.95	79,103.44	38.0305
3151	Management Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3152	Management Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4463	Marketing Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
1101	Mayor*			969.24	2,100.00	25,200.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191
5531	Meter Reader	TEAMSTERS	A	1,707.50	3,699.58	44,395.00	21.3438
			B	1,792.87	3,884.55	46,614.62	22.4109
			C	1,882.51	4,078.77	48,945.26	23.5314
			D	1,976.62	4,282.68	51,392.12	24.7078
			E	2,075.46	4,496.83	53,961.96	25.9433
4212	Multimedia Communications Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
4210	Multimedia Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
4105	Office Assistant	TTSSEA	A	1,900.74	4,118.27	49,419.24	23.7593
			B	1,995.76	4,324.15	51,889.76	24.9470
			C	2,095.56	4,540.38	54,484.56	26.1945
			D	2,200.35	4,767.43	57,209.10	27.5044
			E	2,310.37	5,005.80	60,069.62	28.8796

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3401	Operations Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3405	Operations Supervisor*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
4110	Paralegal	CEU	A	3,472.01	7,522.69	90,272.26	43.4001
			B	3,645.61	7,898.82	94,785.86	45.5701
			C	3,827.89	8,293.76	99,525.14	47.8486
			D	4,019.29	8,708.46	104,501.54	50.2411
			E	4,220.25	9,143.88	109,726.50	52.7531
1107	Parks Commissioner	Stipend of \$50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,676.19	10,131.75	121,580.94	58.4524
			B	4,910.00	10,638.33	127,660.00	61.3750
			C	5,155.49	11,170.23	134,042.74	64.4436
			D	5,413.28	11,728.77	140,745.28	67.6660
			E	5,683.96	12,315.25	147,782.96	71.0495
3507	Parks Project Coordinator*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
3306	Plan Check Engineer*	TMMBU	A	5,175.40	11,213.37	134,560.40	64.6925
			B	5,434.16	11,774.01	141,288.16	67.9270
			C	5,705.88	12,362.74	148,352.88	71.3235
			D	5,991.18	12,980.89	155,770.68	74.8898
			E	6,290.74	13,629.94	163,559.24	78.6343
5214	Plan Examiner I	TEAMSTERS	A	3,558.68	7,710.47	92,525.68	44.4835
			B	3,736.66	8,096.10	97,153.16	46.7083
			C	3,923.48	8,500.87	102,010.48	49.0435
			D	4,119.63	8,925.87	107,110.38	51.4954
			E	4,325.64	9,372.22	112,466.64	54.0705
5215	Plan Examiner II	TEAMSTERS	A	3,923.54	8,501.00	102,012.04	49.0443
			B	4,119.76	8,926.15	107,113.76	51.4970
			C	4,325.72	9,372.39	112,468.72	54.0715
			D	4,542.00	9,841.00	118,092.00	56.7750
			E	4,769.14	10,333.14	123,997.64	59.6143
1106	Planning Commissioner	Stipend of \$50.00 per meeting					
3517	Planning Manager*	TMMBU	A	5,275.32	11,429.86	137,158.32	65.9415
			B	5,539.09	12,001.36	144,016.34	69.2386
			C	5,816.05	12,601.44	151,217.30	72.7006
			D	6,106.85	13,231.51	158,778.10	76.3356
			E	6,412.20	13,893.10	166,717.20	80.1525
4506	Planning Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6212	Police Captain*	TPMA	A	6,513.78	14,113.19	169,358.28	81.4223
			B	6,839.49	14,818.90	177,826.74	85.4936
			C	7,181.44	15,559.79	186,717.44	89.7680
			D	7,540.51	16,337.77	196,053.26	94.2564
			E	7,917.58	17,154.76	205,857.08	98.9698

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1513	Police Chief*	DH	Min Max	8,375.66 10,180.71	18,147.27 22,058.20	217,767.27 264,698.43	104.6958 127.2589
4603	Police Community Relations Coordinator	TTSSEA	A B C D E	2,764.27 2,902.49 3,047.60 3,199.98 3,359.98	5,989.25 6,288.73 6,603.13 6,933.29 7,279.96	71,871.02 75,464.74 79,237.60 83,199.48 87,359.48	34.5534 36.2811 38.0950 39.9998 41.9998
6103	Police Corporal	TPOA	A B C D E	4,140.03 4,347.04 4,564.39 4,792.63 5,032.26	8,970.07 9,418.59 9,889.51 10,384.03 10,903.23	107,640.78 113,023.04 118,674.14 124,608.38 130,838.76	51.7504 54.3380 57.0549 59.9079 62.9033
4604	Police Homeless Outreach Coordinator	TTSSEA	A B C D E	2,764.27 2,902.49 3,047.60 3,199.98 3,359.98	5,989.25 6,288.73 6,603.13 6,933.29 7,279.96	71,871.02 75,464.74 79,237.60 83,199.48 87,359.48	34.5534 36.2811 38.0950 39.9998 41.9998
9501	Police Intern/Parking Enforcement Officer	LS	A B C D E				20.8889 21.9387 23.0313 24.1776 25.3880
6211	Police Lieutenant*	TPMA	A B C D E	5,637.52 5,919.39 6,215.37 6,526.14 6,852.45	12,214.63 12,825.35 13,466.64 14,139.97 14,846.98	146,575.52 153,904.14 161,599.62 169,679.64 178,163.70	70.4690 73.9924 77.6921 81.5768 85.6556
6102	Police Officer	TPOA	A B C D E	3,763.66 3,951.85 4,149.44 4,356.94 4,574.78	8,154.60 8,562.34 8,990.45 9,440.04 9,912.02	97,855.16 102,748.10 107,885.44 113,280.44 118,944.28	47.0458 49.3981 51.8680 54.4618 57.1848
9517	Police Range Master	LS	A B C D E				33.3901 35.0612 36.8073 38.6498 40.5780
4103	Police Records Assistant I	TTSSEA	A B C D E	2,356.27 2,474.10 2,597.81 2,727.67 2,864.06	5,105.25 5,360.55 5,628.59 5,909.95 6,205.46	61,263.02 64,326.60 67,543.06 70,919.42 74,465.56	29.4534 30.9263 32.4726 34.0959 35.8008
4104	Police Records Assistant II	TTSSEA	A B C D E	2,597.77 2,727.67 2,864.02 3,007.22 3,157.60	5,628.50 5,909.95 6,205.38 6,515.64 6,841.47	67,542.02 70,919.42 74,464.52 78,187.72 82,097.60	32.4721 34.0959 35.8003 37.5903 39.4700
3626	Police Records Supervisor*	TMMBU	A B C D E	3,377.34 3,546.22 3,723.52 3,909.70 4,105.17	7,317.57 7,683.48 8,067.63 8,471.02 8,894.54	87,810.84 92,201.72 96,811.52 101,652.20 106,734.42	42.2168 44.3278 46.5440 48.8713 51.3146
9551	Police Reserve	LS	A				43.4382

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
6105	Police Sergeant	TPOA	A	4,651.52	10,078.29	120,939.52	58.1440
			B	4,884.12	10,582.26	126,987.12	61.0515
			C	5,128.34	11,111.40	133,336.84	64.1043
			D	5,384.75	11,666.96	140,003.50	67.3094
			E	5,653.98	12,250.29	147,003.48	70.6748
2712	Police Support Operations Manager*	CONF	A	5,998.40	12,996.53	155,958.40	74.9800
			B	6,298.33	13,646.38	163,756.58	78.7291
			C	6,613.23	14,328.67	171,943.98	82.6654
			D	6,943.89	15,045.10	180,541.14	86.7986
			E	7,291.09	15,797.36	189,568.34	91.1386
4701	Police Support Services Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6101	Police Trainee (Non-Sworn)	TPOA	A	3,272.65	7,090.74	85,088.90	40.9081
9638	Pool Manager	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
9533	Professional Standards Officer	LS	A				55.6502
			B				58.4354
			C				61.3598
			D				64.4235
			E				67.6479
9110	Program Assistant	LS	Min				16.6040
			Max				27.6590
9231	Project Specialist I	LS	Min				16.6040
			Max				53.5720
9232	Project Specialist II	LS	Min				53.5827
			Max				151.0321
5518	Property and Evidence Technician	TEAMSTERS	A	2,541.14	5,505.80	66,069.64	31.7643
			B	2,668.19	5,781.08	69,372.94	33.3524
			C	2,801.61	6,070.16	72,841.86	35.0201
			D	2,941.69	6,373.66	76,483.94	36.7711
			E	3,088.76	6,692.31	80,307.76	38.6095
2585	Public Information Officer*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,919.23	8,491.67	101,899.98	48.9904
			B	4,115.19	8,916.25	106,994.94	51.4399
			C	4,320.97	9,362.10	112,345.22	54.0121
			D	4,537.01	9,830.19	117,962.26	56.7126
			E	4,763.87	10,321.72	123,860.62	59.5484
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,935.76	6,360.81	76,329.76	36.6970
			B	3,082.53	6,678.82	80,145.78	38.5316
			C	3,236.65	7,012.74	84,152.90	40.4581
			D	3,398.48	7,363.37	88,360.48	42.4810
			E	3,568.43	7,731.60	92,779.18	44.6054

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,230.10	6,998.55	83,982.60	40.3763
			B	3,391.59	7,348.45	88,181.34	42.3949
			C	3,561.18	7,715.89	92,590.68	44.5148
			D	3,739.23	8,101.67	97,219.98	46.7404
			E	3,926.20	8,506.77	102,081.20	49.0775
9512	Public Safety Dispatcher II - Per Diem	LS	A				35.4683
			B				37.2465
			C				39.1105
			D				41.0601
			E				43.1169
3214	Real Property Agent*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
9631	Recreation Leader I	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
9632	Recreation Leader II	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
9633	Recreation Leader III	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
4401	Recreation Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3513	Recreation Services Manager*	TMMBU	A	4,397.01	9,526.86	114,322.26	54.9626
			B	4,616.89	10,003.26	120,039.14	57.7111
			C	4,847.72	10,503.39	126,040.72	60.5965
			D	5,090.12	11,028.59	132,343.12	63.6265
			E	5,344.62	11,580.01	138,960.12	66.8078
3505	Recreation Services Supervisor*	TMMBU	A	3,997.30	8,660.82	103,929.80	49.9663
			B	4,197.17	9,093.87	109,126.42	52.4646
			C	4,407.04	9,548.59	114,583.04	55.0880
			D	4,627.38	10,025.99	120,311.88	57.8423
			E	4,858.75	10,527.29	126,327.50	60.7344
9626	Recreation Specialized Instructor	LS	Min				16.6040
			Max				56.9999
4113	Senior Account Clerk	TTSSEA	A	2,569.99	5,568.31	66,819.74	32.1249
			B	2,698.48	5,846.71	70,160.48	33.7310
			C	2,833.42	6,139.08	73,668.92	35.4178
			D	2,975.09	6,446.03	77,352.34	37.1886
			E	3,123.83	6,768.30	81,219.58	39.0479
3105	Senior Accountant*	TMMBU	A	4,153.93	9,000.18	108,002.18	51.9241
			B	4,361.65	9,450.24	113,402.90	54.5206
			C	4,579.72	9,922.73	119,072.72	57.2465
			D	4,808.71	10,418.87	125,026.46	60.1089
			E	5,049.15	10,939.83	131,277.90	63.1144

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4202	Senior Accounting Technician	TTSSEA	A	3,332.50	7,220.42	86,645.00	41.6563
			B	3,499.14	7,581.47	90,977.64	43.7393
			C	3,674.11	7,960.57	95,526.86	45.9264
			D	3,857.82	8,358.61	100,303.32	48.2228
			E	4,050.72	8,776.56	105,318.72	50.6340
5525	Senior Animal Services Officer	TEAMSTERS	A	2,680.16	5,807.01	69,684.16	33.5020
			B	2,814.18	6,097.39	73,168.68	35.1773
			C	2,954.88	6,402.24	76,826.88	36.9360
			D	3,102.63	6,722.37	80,668.38	38.7829
			E	3,257.77	7,058.50	84,702.02	40.7221
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,945.14	6,381.14	76,573.64	36.8143
			B	3,092.38	6,700.16	80,401.88	38.6548
			C	3,246.99	7,035.15	84,421.74	40.5874
			D	3,409.36	7,386.95	88,643.36	42.6170
			E	3,579.85	7,756.34	93,076.10	44.7481
3304	Senior Civil Engineer*	TMMBU	A	5,175.54	11,213.67	134,564.04	64.6943
			B	5,434.31	11,774.34	141,292.06	67.9289
			C	5,706.04	12,363.09	148,357.04	71.3255
			D	5,991.34	12,981.24	155,774.84	74.8918
			E	6,290.91	13,630.31	163,563.66	78.6364
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,246.95	7,035.06	84,420.70	40.5869
			B	3,409.28	7,386.77	88,641.28	42.6160
			C	3,579.74	7,756.10	93,073.24	44.7468
			D	3,758.73	8,143.92	97,726.98	46.9841
			E	3,946.66	8,551.10	102,613.16	49.3333
4208	Senior Information Systems Technician	TTSSEA	A	3,441.28	7,456.11	89,473.28	43.0160
			B	3,613.35	7,828.93	93,947.10	45.1669
			C	3,794.02	8,220.38	98,644.52	47.4253
			D	3,983.73	8,631.42	103,576.98	49.7966
			E	4,182.90	9,062.95	108,755.40	52.2863
9637	Senior Lifeguard	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
5305	Senior Maintenance Worker	TEAMSTERS	A	2,755.58	5,970.42	71,645.08	34.4448
			B	2,893.34	6,268.90	75,226.84	36.1668
			C	3,038.01	6,582.36	78,988.26	37.9751
			D	3,189.92	6,911.49	82,937.92	39.8740
			E	3,349.40	7,257.03	87,084.40	41.8675
3203	Senior Planner*	TMMBU	A	4,436.64	9,612.72	115,352.64	55.4580
			B	4,658.47	10,093.35	121,120.22	58.2309
			C	4,891.41	10,598.06	127,176.66	61.1426
			D	5,135.98	11,127.96	133,535.48	64.1998
			E	5,392.77	11,684.34	140,212.02	67.4096
4410	Senior Police Records Assistant	TTSSEA	A	2,864.07	6,205.49	74,465.82	35.8009
			B	3,007.31	6,515.84	78,190.06	37.5914
			C	3,157.63	6,841.53	82,098.38	39.4704
			D	3,315.52	7,183.63	86,203.52	41.4440
			E	3,481.28	7,542.77	90,513.28	43.5160

City of Tracy
Master Salary Schedule

Effective 01/12/2025

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,795.25	6,056.38	72,676.50	34.9406
			B	2,935.01	6,359.19	76,310.26	36.6876
			C	3,081.76	6,677.15	80,125.76	38.5220
			D	3,235.84	7,010.99	84,131.84	40.4480
			E	3,397.64	7,361.55	88,338.64	42.4705
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,561.02	7,715.54	92,586.52	44.5128
			B	3,739.08	8,101.34	97,216.08	46.7385
			C	3,926.02	8,506.38	102,076.52	49.0753
			D	4,122.33	8,931.72	107,180.58	51.5291
			E	4,328.47	9,378.35	112,540.22	54.1059
5356	Senior Utilities Worker	TEAMSTERS	A	2,893.88	6,270.07	75,240.88	36.1735
			B	3,038.44	6,583.29	78,999.44	37.9805
			C	3,190.28	6,912.27	82,947.28	39.8785
			D	3,350.28	7,258.94	87,107.28	41.8785
			E	3,516.67	7,619.45	91,433.42	43.9584
9109	Summer Student Intern	LS					16.6040
3343	Supervising Building Inspector*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,140.38	8,970.82	107,649.88	51.7548
			B	4,347.39	9,419.35	113,032.14	54.3424
			C	4,564.76	9,890.31	118,683.76	57.0595
			D	4,792.99	10,384.81	124,617.74	59.9124
			E	5,032.65	10,904.08	130,848.90	62.9081
3117	System Administrator*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
9361	Theatre Technician	LS	A				31.8261
			B				33.4116
			C				35.0827
			D				36.8395
			E				38.6820
4420	Transit Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3515	Transit Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
1109	Transportation Commissioner	Stipend of \$50.00 per meeting					

City of Tracy
Master Salary Schedule

Effective 01/12/2025

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3426	Utilities Laboratory Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3417	Utilities Laboratory Supervisor*	TMMBU	A	3,938.21	8,532.79	102,393.46	49.2276
			B	4,135.11	8,959.41	107,512.86	51.6889
			C	4,341.88	9,407.41	112,888.88	54.2735
			D	4,558.97	9,877.77	118,533.22	56.9871
			E	4,786.92	10,371.66	124,459.92	59.8365
5350	Utilities Worker I	TEAMSTERS	A	2,068.36	4,481.45	53,777.36	25.8545
			B	2,172.02	4,706.04	56,472.52	27.1503
			C	2,280.20	4,940.43	59,285.20	28.5025
			D	2,394.75	5,188.63	62,263.50	29.9344
			E	2,515.67	5,450.62	65,407.42	31.4459
5353	Utilities Worker II	TEAMSTERS	A	2,627.50	5,692.92	68,315.00	32.8438
			B	2,759.34	5,978.57	71,742.84	34.4918
			C	2,896.61	6,275.99	75,311.86	36.2076
			D	3,042.07	6,591.15	79,093.82	38.0259
			E	3,193.91	6,920.14	83,041.66	39.9239
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,550.26	9,858.90	118,306.76	56.8783
			B	4,777.76	10,351.81	124,221.76	59.7220
			C	5,016.66	10,869.43	130,433.16	62.7083
			D	5,267.48	11,412.87	136,954.48	65.8435
			E	5,530.85	11,983.51	143,802.10	69.1356
3423	Utility Maintenance Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
3419	Utility Maintenance Supervisor*	TMMBU	A	4,127.11	8,942.07	107,304.86	51.5889
			B	4,333.46	9,389.16	112,669.96	54.1683
			C	4,550.14	9,858.64	118,303.64	56.8768
			D	4,777.64	10,351.55	124,218.64	59.7205
			E	5,016.53	10,869.15	130,429.78	62.7066
5411	Utility Mechanic I	TEAMSTERS	A	3,095.50	6,706.92	80,483.00	38.6938
			B	3,250.27	7,042.25	84,507.02	40.6284
			C	3,412.78	7,394.36	88,732.28	42.6598
			D	3,583.42	7,764.08	93,168.92	44.7928
			E	3,762.58	8,152.26	97,827.08	47.0323
5412	Utility Mechanic II	TEAMSTERS	A	3,410.82	7,390.11	88,681.32	42.6353
			B	3,581.37	7,759.64	93,115.62	44.7671
			C	3,760.43	8,147.60	97,771.18	47.0054
			D	3,948.46	8,555.00	102,659.96	49.3558
			E	4,145.89	8,982.76	107,793.14	51.8236
5404	Utility Operator	TEAMSTERS	A	4,173.37	9,042.30	108,507.62	52.1671
			B	4,381.99	9,494.31	113,931.74	54.7749
			C	4,601.10	9,969.05	119,628.60	57.5138
			D	4,831.17	10,467.54	125,610.42	60.3896
			E	5,072.72	10,990.89	131,890.72	63.4090

City of Tracy
Master Salary Schedule

Effective 01/12/2025

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3422	Wastewater Operations Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,933.76	6,356.48	76,277.76	36.6720
			B	3,080.44	6,674.29	80,091.44	38.5055
			C	3,234.46	7,008.00	84,095.96	40.4308
			D	3,396.19	7,358.41	88,300.94	42.4524
			E	3,566.01	7,726.36	92,716.26	44.5751
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,234.56	7,008.21	84,098.56	40.4320
			B	3,396.26	7,358.56	88,302.76	42.4533
			C	3,566.07	7,726.49	92,717.82	44.5759
			D	3,744.40	8,112.87	97,354.40	46.8050
			E	3,931.63	8,518.53	102,222.38	49.1454
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,559.54	7,712.34	92,548.04	44.4943
			B	3,737.47	8,097.85	97,174.22	46.7184
			C	3,924.36	8,502.78	102,033.36	49.0545
			D	4,120.60	8,927.97	107,135.60	51.5075
			E	4,326.62	9,374.34	112,492.12	54.0828
3421	Water Operations Superintendent*	TMMBU	A	4,594.40	9,954.53	119,454.40	57.4300
			B	4,824.10	10,452.22	125,426.60	60.3013
			C	5,065.32	10,974.86	131,698.32	63.3165
			D	5,318.58	11,523.59	138,283.08	66.4823
			E	5,584.50	12,099.75	145,197.00	69.8063
9351	Water Patrol Aide	LS	A				18.9607
			B				19.9141
			C				20.8997
			D				21.9495
			E				23.0421
3415	Water Resources and Compliance Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,125.70	6,772.35	81,268.20	39.0713
			B	3,281.99	7,110.98	85,331.74	41.0249
			C	3,446.08	7,466.51	89,598.08	43.0760
			D	3,618.38	7,839.82	94,077.88	45.2298
			E	3,799.29	8,231.80	98,781.54	47.4911
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,446.17	7,466.70	89,600.42	43.0771
			B	3,618.48	7,840.04	94,080.48	45.2310
			C	3,799.41	8,232.06	98,784.66	47.4926
			D	3,989.36	8,643.61	103,723.36	49.8670
			E	4,188.83	9,075.80	108,909.58	52.3604
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,792.40	8,216.87	98,602.40	47.4050
			B	3,982.02	8,627.71	103,532.52	49.7753
			C	4,181.13	9,059.12	108,709.38	52.2641
			D	4,390.18	9,512.06	114,144.68	54.8773
			E	4,609.68	9,987.64	119,851.68	57.6210

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

INTRODUCED BY CITY COUNCIL

1) AMENDING THE AT-WILL EMPLOYMENT AGREEMENT BETWEEN MIDORI LICHTWARDT AND THE CITY OF TRACY, EFFECTIVE DECEMBER 3, 2024, TO REFLECT A MERIT INCREASE OF 5% FOR A BI-WEEKLY INCREASE FROM \$11,805.56 TO \$12,395.84; 2) AMENDING THE MASTER SALARY SCHEDULE TO REFLECT THE SALARY INCREASE FOR THE CITY MANAGER, EFFECTIVE DECEMBER 3, 2024; AND 3) AMENDING THE MASTER SALARY SCHEDULE, TO REFLECT THE SALARY INCREASE FOR THE MAYOR, CITY COUNCIL AND TREASURER APPROVED BY ORDINANCE 1351, EFFECTIVE JANUARY 1, 2025

WHEREAS, the City Council appointed Midori Lichtwardt to serve as City Manager effective December 19, 2023; and

WHEREAS, the at-will Employment Agreement between Midori Lichtwardt and the City of Tracy approved on December 19, 2023, reflects the terms of her employment; and

WHEREAS, Ms. Lichtwardt received a satisfactory performance evaluation from City Council on November 19, 2024, and City Council authorized an amendment to her Employment Agreement to reflect a merit increase of 5%; and

WHEREAS, Section 3A of the Employment Agreement has been amended to reflect the biweekly salary increase from \$11,805.56 to \$12,395.84 as shown in the amendment to Employment Agreement Exhibit 1; and

WHEREAS, the Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires City Council to approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS; and

WHEREAS, State law requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel and the proposed amendments to the Employee Agreement are reflected in the Proposed Master Salary Schedule effective December 3, 2024, shown in Exhibit 2; and

WHEREAS, the City Council approved Ordinance 1351 on October 15, 2024, increasing salaries for Mayor, City Council and Treasurer effective the first full pay period after January 1, 2025, reflected in the Proposed Master Salary Schedule effective January 12, 2025, shown in Exhibit 3; and now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves the amendment to the Employment Agreement between Midori Lichtwardt and the City of Tracy, shown in Exhibit 1, effective December 3, 2024; and be it

FURTHER RESOLVED: That the City Council approves Master Salary Schedule, effective December 3, 2024; as shown in Exhibit 2; and be it

FURTHER RESOLVED: That the City Council approves Master Salary Schedule, effective January 12, 2025; Exhibit 3.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on December 3, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1: Amendment to the Employment Agreement between Midori Lichtwardt and the City of Tracy
Exhibit 2: Master Salary Schedule effective December 3, 2024
Exhibit 3: Master Salary Schedule effective January 12, 2025

Amendment to Employment Agreement
City of Tracy and Midori Lichtwardt
Page 1 of 2

AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN
MIDORI LICHTWARDT AND THE CITY OF TRACY

This Amendment to an Employment Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Midori Lichtwardt, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

- A. On December 19, 2023, the City Council approved an Employment Agreement ("Agreement") with Midori Lichtwardt to serve as City Manager.
- B. An employee evaluation was conducted during Closed Session on November 19, 2024, and the parties have agreed to amend certain compensation provisions contained in the Agreement.
1. **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.
2. **Amendment to Subsection A of Section 3.** Effective December 3, 2024, Subsection A "Base Salary" of Section 3 "Compensation and Benefits" of the agreement is hereby amended to read, in its entirety, as follows:

"Section 3.A. During the term of this agreement, EMPLOYEE shall receive an base salary of \$12,395.84, bi-weekly. This increase reflects a merit increase of 5%.

3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirement of the Agreement.
4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

CITY OF TRACY (EMPLOYER)

MIDORI LICHTWARDT (EMPLOYEE)

Nancy Young, Mayor

Dated: _____

Midori Lichtwardt

Dated: _____

DocuSigned by:
Midori Lichtwardt
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Amendment to Employment Agreement
City of Tracy and Midori Lichtwardt
Page 2 of 2

ATTEST:

Adrianne Richardson, City Clerk

Dated: _____

APPROVED AS TO FORM:

Bijal M. Patel, City Attorney

Dated: _____

City of Tracy
Master Salary Schedule

Effective 12/03/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,331.63	5,051.87	60,622.38	29.1454
			B	2,448.22	5,304.48	63,653.72	30.6028
			C	2,570.62	5,569.68	66,836.12	32.1328
			D	2,699.16	5,848.18	70,178.16	33.7395
			E	2,834.12	6,140.59	73,687.12	35.4265
3106	Accountant*	TMMBU	A	3,665.88	7,942.74	95,312.88	45.8235
			B	3,849.18	8,339.89	100,078.68	48.1148
			C	4,041.63	8,756.87	105,082.38	50.5204
			D	4,243.70	9,194.68	110,336.20	53.0463
			E	4,455.89	9,654.43	115,853.14	55.6986
2520	Accounting Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4201	Accounting Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
4102	Administrative Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
8102	Administrative Assistant - Confidential	CONF	A	2,378.88	5,154.24	61,850.88	29.7360
			B	2,497.81	5,411.92	64,943.06	31.2226
			C	2,622.70	5,682.52	68,190.20	32.7838
			D	2,753.86	5,966.70	71,600.36	34.4233
			E	2,891.53	6,264.98	75,179.78	36.1441
4107	Administrative Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
3510	Airport Manager*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
5522	Animal Services Aide	TEAMSTERS	A	1,591.15	3,447.49	41,369.90	19.8894
			B	1,670.71	3,619.87	43,438.46	20.8839
			C	1,754.26	3,800.90	45,610.76	21.9283
			D	1,841.96	3,990.91	47,890.96	23.0245
			E	1,934.05	4,190.44	50,285.30	24.1756
3620	Animal Services Manager*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
5521	Animal Services Officer I	TEAMSTERS	A	2,214.57	4,798.24	57,578.82	27.6821
			B	2,325.26	5,038.06	60,456.76	29.0658
			C	2,441.51	5,289.94	63,479.26	30.5189
			D	2,563.59	5,554.45	66,653.34	32.0449
			E	2,691.80	5,832.23	69,986.80	33.6475

City of Tracy
Master Salary Schedule

Effective 12/03/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5523	Animal Services Officer II	TEAMSTERS	A	2,436.51	5,279.11	63,349.26	30.4564
			B	2,558.32	5,543.03	66,516.32	31.9790
			C	2,686.27	5,820.25	69,843.02	33.5784
			D	2,820.57	6,111.24	73,334.82	35.2571
			E	2,961.61	6,416.82	77,001.86	37.0201
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,961.90	6,417.45	77,009.40	37.0238
			B	3,110.00	6,738.33	80,860.00	38.8750
			C	3,265.49	7,075.23	84,902.74	40.8186
			D	3,428.77	7,429.00	89,148.02	42.8596
			E	3,600.21	7,800.46	93,605.46	45.0026
2573	Assistant City Attorney*	CONF	A	6,746.66	14,617.76	175,413.16	84.3333
			B	7,083.97	15,348.60	184,183.22	88.5496
			C	7,438.18	16,116.06	193,392.68	92.9773
			D	7,810.09	16,921.86	203,062.34	97.6261
			E	8,200.58	17,767.92	213,215.08	102.5073
3338	Assistant City Engineer*	TMMBU	A	5,680.92	12,308.66	147,703.92	71.0115
			B	5,979.92	12,956.49	155,477.92	74.7490
			C	6,294.65	13,638.41	163,660.90	78.6831
			D	6,625.96	14,356.25	172,274.96	82.8245
			E	6,974.68	15,111.81	181,341.68	87.1835
1502	Assistant City Manager*	DH	Min	9,827.29	21,292.46	255,509.54	122.8411
			Max	10,539.63	22,835.87	274,030.44	131.7454
2682	Assistant Director DES*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2635	Assistant Director Operations*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2640	Assistant Director of Park, Recreation, and Community Services*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2636	Assistant Director Utilities*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
3302	Assistant Engineer*	TMMBU	A	3,900.19	8,450.41	101,404.94	48.7524
			B	4,095.17	8,872.87	106,474.42	51.1896
			C	4,299.94	9,316.54	111,798.44	53.7493
			D	4,514.94	9,782.37	117,388.44	56.4368
			E	4,740.69	10,271.50	123,257.94	59.2586
5232	Assistant Planner	TEAMSTERS	A	3,181.31	6,892.84	82,714.06	39.7664
			B	3,340.38	7,237.49	86,849.88	41.7548
			C	3,507.40	7,599.37	91,192.40	43.8425
			D	3,682.77	7,979.34	95,752.02	46.0346
			E	3,866.90	8,378.28	100,539.40	48.3363
2580	Assistant to the City Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3333	Associate Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3303	Associate Civil Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3202	Associate Planner*	TMMBU	A	3,643.45	7,894.14	94,729.70	45.5431
			B	3,825.62	8,288.84	99,466.12	47.8203
			C	4,016.90	8,703.28	104,439.40	50.2113
			D	4,217.75	9,138.46	109,661.50	52.7219
			E	4,428.65	9,595.41	115,144.90	55.3581
4451	Box Office Assistant	TTSSEA	A	2,090.80	4,530.07	54,360.80	26.1350
			B	2,195.36	4,756.61	57,079.36	27.4420
			C	2,305.13	4,994.45	59,933.38	28.8141
			D	2,420.37	5,244.14	62,929.62	30.2546
			E	2,541.42	5,506.41	66,076.92	31.7678
4455	Box Office Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3104	Budget Officer*	CONF	A	4,895.46	10,606.83	127,281.96	61.1933
			B	5,140.22	11,137.14	133,645.72	64.2528
			C	5,397.22	11,693.98	140,327.72	67.4653
			D	5,667.10	12,278.72	147,344.60	70.8388
			E	5,950.46	12,892.66	154,711.96	74.3808
5211	Building Inspector I	TEAMSTERS	A	2,854.90	6,185.62	74,227.40	35.6863
			B	2,997.64	6,494.89	77,938.64	37.4705
			C	3,147.53	6,819.65	81,835.78	39.3441
			D	3,304.91	7,160.64	85,927.66	41.3114
			E	3,470.15	7,518.66	90,223.90	43.3769
5212	Building Inspector II	TEAMSTERS	A	3,646.18	7,900.06	94,800.68	45.5773
			B	3,828.51	8,295.11	99,541.26	47.8564
			C	4,019.91	8,709.81	104,517.66	50.2489
			D	4,220.92	9,145.33	109,743.92	52.7615
			E	4,431.93	9,602.52	115,230.18	55.3991
5320	Building Maintenance Worker I	TEAMSTERS	A	2,423.08	5,250.01	63,000.08	30.2885
			B	2,544.25	5,512.54	66,150.50	31.8031
			C	2,671.46	5,788.16	69,457.96	33.3933
			D	2,805.04	6,077.59	72,931.04	35.0630
			E	2,945.29	6,381.46	76,577.54	36.8161
5321	Building Maintenance Worker II	TEAMSTERS	A	2,671.52	5,788.29	69,459.52	33.3940
			B	2,805.10	6,077.72	72,932.60	35.0638
			C	2,945.35	6,381.59	76,579.10	36.8169
			D	3,092.61	6,700.66	80,407.86	38.6576
			E	3,247.26	7,035.73	84,428.76	40.5908
3341	Building Official*	TMMBU	A	5,522.65	11,965.74	143,588.90	69.0331
			B	5,798.76	12,563.98	150,767.76	72.4845
			C	6,088.72	13,192.23	158,306.72	76.1090
			D	6,393.14	13,851.80	166,221.64	79.9143
			E	6,712.81	14,544.42	174,533.06	83.9101
4501	Building Permit Technician I	TTSSEA	A	2,647.57	5,736.40	68,836.82	33.0946
			B	2,779.97	6,023.27	72,279.22	34.7496
			C	2,918.95	6,324.39	75,892.70	36.4869
			D	3,064.90	6,640.62	79,687.40	38.3113
			E	3,218.16	6,972.68	83,672.16	40.2270

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4502	Building Permit Technician II	TTSSEA	A	2,919.02	6,324.54	75,894.52	36.4878
			B	3,064.98	6,640.79	79,689.48	38.3123
			C	3,218.23	6,972.83	83,673.98	40.2279
			D	3,379.15	7,321.49	87,857.90	42.2394
			E	3,548.10	7,687.55	92,250.60	44.3513
1530	Chief Innovation Officer*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.47	111.6738
1506	City Attorney*	CONTRACT		11,138.47	24,133.35	289,600.21	139.2309
3110	City Clerk*	TMMBU	A	5,009.89	10,854.76	130,257.14	62.6236
			B	5,260.39	11,397.51	136,770.14	65.7549
			C	5,523.40	11,967.37	143,608.40	69.0425
			D	5,799.56	12,565.71	150,788.56	72.4945
			E	6,089.54	13,194.00	158,328.04	76.1193
1102	City Council Member*			474.93	1,029.00	12,348.00	
2681	City Engineer*	CONF	A	6,750.67	14,626.45	175,517.42	84.3834
			B	7,088.21	15,357.79	184,293.46	88.6026
			C	7,442.62	16,125.68	193,508.12	93.0328
			D	7,814.75	16,931.96	203,183.50	97.6844
			E	8,205.51	17,778.61	213,343.26	102.5689
1501	City Manager*	CONTRACT		12,395.84	26,857.65	322,291.76	154.9480
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical Aide	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
3155	Code Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5202	Code Enforcement Officer	TEAMSTERS	A	2,949.07	6,389.65	76,675.82	36.8634
			B	3,096.51	6,709.11	80,509.26	38.7064
			C	3,251.35	7,044.59	84,535.10	40.6419
			D	3,413.91	7,396.81	88,761.66	42.6739
			E	3,584.61	7,766.66	93,199.86	44.8076
4465	Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3315	Community Preservation Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5513	Community Services Officer	TEAMSTERS	A	2,575.11	5,579.41	66,952.86	32.1889
			B	2,703.87	5,858.39	70,300.62	33.7984
			C	2,839.03	6,151.23	73,814.78	35.4879
			D	2,981.00	6,458.83	77,506.00	37.2625
			E	3,130.07	6,781.82	81,381.82	39.1259
5222	Construction Inspector I	TEAMSTERS	A	3,309.37	7,170.30	86,043.62	41.3671
			B	3,474.86	7,528.86	90,346.36	43.4358
			C	3,648.58	7,905.26	94,863.08	45.6073
			D	3,831.01	8,300.52	99,606.26	47.8876
			E	4,022.59	8,715.61	104,587.34	50.2824

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5223	Construction Inspector II	TEAMSTERS	A	3,648.73	7,905.58	94,866.98	45.6091
			B	3,831.17	8,300.87	99,610.42	47.8896
			C	4,022.71	8,715.87	104,590.46	50.2839
			D	4,223.89	9,151.76	109,821.14	52.7986
			E	4,435.07	9,609.32	115,311.82	55.4384
3347	Construction Project Manager*	TMMBU	A	4,554.42	9,867.91	118,414.92	56.9303
			B	4,782.13	10,361.28	124,335.38	59.7766
			C	5,021.24	10,879.35	130,552.24	62.7655
			D	5,272.29	11,423.30	137,079.54	65.9036
			E	5,535.91	11,994.47	143,933.66	69.1989
4605	Crime Analyst	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
5514	Crime Prevention Specialist	TEAMSTERS	A	2,667.41	5,779.39	69,352.66	33.3426
			B	2,800.81	6,068.42	72,821.06	35.0101
			C	2,940.86	6,371.86	76,462.36	36.7608
			D	3,087.87	6,690.39	80,284.62	38.5984
			E	3,242.26	7,024.90	84,298.76	40.5283
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,185.00	6,900.83	82,810.00	39.8125
			B	3,344.24	7,245.85	86,950.24	41.8030
			C	3,511.42	7,608.08	91,296.92	43.8928
			D	3,686.99	7,988.48	95,861.74	46.0874
			E	3,871.35	8,387.93	100,655.10	48.3919
5517	Crime Scene Technician	TEAMSTERS	A	2,888.81	6,259.09	75,109.06	36.1101
			B	3,033.21	6,571.96	78,863.46	37.9151
			C	3,184.89	6,900.60	82,807.14	39.8111
			D	3,344.14	7,245.64	86,947.64	41.8018
			E	3,511.35	7,607.93	91,295.10	43.8919
1108	Cultural Arts Commissioner	Stipend of \$50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	5,171.38	11,204.66	134,455.88	64.6423
			B	5,429.95	11,764.89	141,178.70	67.8744
			C	5,701.45	12,353.14	148,237.70	71.2681
			D	5,986.51	12,970.77	155,649.26	74.8314
			E	6,285.83	13,619.30	163,431.58	78.5729
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3524	Cultural Arts Supervisor*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3113	Cyber Security Officer*	TMMBU	A	4,817.85	10,438.68	125,264.10	60.2231
			B	5,058.75	10,960.63	131,527.50	63.2344
			C	5,311.68	11,508.64	138,103.68	66.3960
			D	5,577.27	12,084.09	145,009.02	69.7159
			E	5,856.13	12,688.28	152,259.38	73.2016
9552	D.A.R.E Officer	LS	A				38.9605
			B				40.9101
			C				42.9561
			D				45.0986
			E				47.3589
2571	Deputy City Attorney I*	CONF	A	5,296.97	11,476.77	137,721.22	66.2121
			B	5,561.82	12,050.61	144,607.32	69.5228
			C	5,839.93	12,653.18	151,838.18	72.9991
			D	6,131.92	13,285.83	159,429.92	76.6490
			E	6,438.50	13,950.08	167,401.00	80.4813
2572	Deputy City Attorney II*	CONF	A	5,826.68	12,624.47	151,493.68	72.8335
			B	6,118.02	13,255.71	159,068.52	76.4753
			C	6,423.92	13,918.49	167,021.92	80.2990
			D	6,745.13	14,614.45	175,373.38	84.3141
			E	7,082.37	15,345.14	184,141.62	88.5296
4116	Deputy City Clerk	TTSSEA	A	3,079.97	6,673.27	80,079.22	38.4996
			B	3,233.98	7,006.96	84,083.48	40.4248
			C	3,395.68	7,357.31	88,287.68	42.4460
			D	3,565.47	7,725.19	92,702.22	44.5684
			E	3,743.74	8,111.44	97,337.24	46.7968
2711	Deputy Police Chief	CEU	A	7,165.20	15,524.60	186,295.20	89.5650
			B	7,523.47	16,300.85	195,610.22	94.0434
			C	7,899.64	17,115.89	205,390.64	98.7455
			D	8,294.61	17,971.66	215,659.86	103.6826
			E	8,709.35	18,870.26	226,443.10	108.8669
1528	Director of Community and Economic Development*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1522	Director of Finance*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1518	Director of Human Resources*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1527	Director of Mobility and Housing*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1524	Director of Public Works*	DH	Min	7,884.09	17,082.19	204,986.25	98.5511
			Max	9,581.48	20,759.88	249,118.58	119.7685
1516	Director of Parks, Recreation and Community Services*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
3208	Economic Development Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3209	Economic Development Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3207	Economic Development Manager*	TMMBU	A	5,254.70	11,385.18	136,622.20	65.6838
			B	5,517.42	11,954.41	143,452.92	68.9678
			C	5,793.30	12,552.15	150,625.80	72.4163
			D	6,082.96	13,179.75	158,156.96	76.0370
			E	6,387.11	13,838.74	166,064.86	79.8389
5325	Electrician	TEAMSTERS	A	3,660.27	7,930.59	95,167.02	45.7534
			B	3,843.30	8,327.15	99,925.80	48.0413
			C	4,035.48	8,743.54	104,922.48	50.4435
			D	4,237.23	9,180.67	110,167.98	52.9654
			E	4,449.09	9,639.70	115,676.34	55.6136
9105	Engineering Intern	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5221	Engineering Technician I	TEAMSTERS	A	2,913.22	6,311.98	75,743.72	36.4153
			B	3,058.88	6,627.57	79,530.88	38.2360
			C	3,211.82	6,958.94	83,507.32	40.1478
			D	3,372.41	7,306.89	87,682.66	42.1551
			E	3,541.06	7,672.30	92,067.56	44.2633
5225	Engineering Technician II	TEAMSTERS	A	3,211.84	6,958.99	83,507.84	40.1480
			B	3,372.43	7,306.93	87,683.18	42.1554
			C	3,541.07	7,672.32	92,067.82	44.2634
			D	3,718.13	8,055.95	96,671.38	46.4766
			E	3,903.99	8,458.65	101,503.74	48.7999
3412	Environmental Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5424	Environmental Compliance Technician	TEAMSTERS	A	2,648.03	5,737.40	68,848.78	33.1004
			B	2,780.42	6,024.24	72,290.92	34.7553
			C	2,919.46	6,325.50	75,905.96	36.4933
			D	3,065.42	6,641.74	79,700.92	38.3178
			E	3,218.68	6,973.81	83,685.68	40.2335
5313	Equipment Mechanic I	TEAMSTERS	A	2,677.35	5,800.93	69,611.10	33.4669
			B	2,811.20	6,090.93	73,091.20	35.1400
			C	2,951.76	6,395.48	76,745.76	36.8970
			D	3,099.34	6,715.24	80,582.84	38.7418
			E	3,254.31	7,051.01	84,612.06	40.6789
5314	Equipment Mechanic II	TEAMSTERS	A	2,951.75	6,395.46	76,745.50	36.8969
			B	3,099.35	6,715.26	80,583.10	38.7419
			C	3,254.30	7,050.98	84,611.80	40.6788
			D	3,417.02	7,403.54	88,842.52	42.7128
			E	3,587.87	7,773.72	93,284.62	44.8484
4108	Executive Assistant	TTSSEA	A	2,823.78	6,118.19	73,418.28	35.2973
			B	2,964.96	6,424.08	77,088.96	37.0620
			C	3,113.22	6,745.31	80,943.72	38.9153
			D	3,268.88	7,082.57	84,990.88	40.8610
			E	3,432.32	7,436.69	89,240.32	42.9040
8108	Executive Assistant - Confidential	CONF	A	2,893.81	6,269.92	75,239.06	36.1726
			B	3,038.51	6,583.44	79,001.26	37.9814
			C	3,190.43	6,912.60	82,951.18	39.8804
			D	3,349.93	7,258.18	87,098.18	41.8741
			E	3,517.45	7,621.14	91,453.70	43.9681
2581	Executive Assistant to City Manager	CONF	A	3,314.85	7,182.18	86,186.10	41.4356
			B	3,480.57	7,541.24	90,494.82	43.5071
			C	3,654.60	7,918.30	95,019.60	45.6825
			D	3,837.34	8,314.24	99,770.84	47.9668
			E	4,029.19	8,729.91	104,758.94	50.3649

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9635	Facility Attendant	LS	A				21.2103
			B				22.2708
			C				23.3849
			D				24.5525
			E				25.7844
3107	Financial Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3108	Financial Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
3404	Fleet Supervisor*	TMMBU	A	3,873.73	8,393.08	100,716.98	48.4216
			B	4,067.38	8,812.66	105,751.88	50.8423
			C	4,270.76	9,253.31	111,039.76	53.3845
			D	4,484.28	9,715.94	116,591.28	56.0535
			E	4,708.50	10,201.75	122,421.00	58.8563
3120	GIS Analyst *	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4206	GIS Technician	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
3215	Homeless Services Manager*	TMMBU	A	4,776.99	10,350.15	124,201.74	59.7124
			B	5,015.84	10,867.65	130,411.84	62.6980
			C	5,266.64	11,411.05	136,932.64	65.8330
			D	5,529.96	11,981.58	143,778.96	69.1245
			E	5,806.45	12,580.64	150,967.70	72.5806
2511	Human Resources Analyst I*	CONF	A	3,443.97	7,461.94	89,543.22	43.0496
			B	3,616.18	7,835.06	94,020.68	45.2023
			C	3,796.97	8,226.77	98,721.22	47.4621
			D	3,986.82	8,638.11	103,657.32	49.8353
			E	4,186.16	9,070.01	108,840.16	52.3270
2512	Human Resources Analyst II*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
2562	Human Resources Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4301	Human Resources Technician	CONF	A	2,938.57	6,366.90	76,402.82	36.7321
			B	3,085.50	6,685.25	80,223.00	38.5688
			C	3,239.78	7,019.52	84,234.28	40.4973
			D	3,401.78	7,370.52	88,446.28	42.5223
			E	3,571.86	7,739.03	92,868.36	44.6483
4204	Information Systems Technician I	TTSSEA	A	2,720.39	5,894.18	70,730.14	34.0049
			B	2,856.41	6,188.89	74,266.66	35.7051
			C	2,999.24	6,498.35	77,980.24	37.4905
			D	3,149.20	6,823.27	81,879.20	39.3650
			E	3,306.67	7,164.45	85,973.42	41.3334

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4205	Information Systems Technician II	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
2553	Information Technology Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
3111	Information Technology Specialist*	TMMBU	A	3,754.14	8,133.97	97,607.64	46.9268
			B	3,941.87	8,540.72	102,488.62	49.2734
			C	4,138.95	8,967.73	107,612.70	51.7369
			D	4,345.88	9,416.07	112,992.88	54.3235
			E	4,563.18	9,886.89	118,642.68	57.0398
5413	Instrumentation Technician	TEAMSTERS	A	3,398.36	7,363.11	88,357.36	42.4795
			B	3,568.29	7,731.30	92,775.54	44.6036
			C	3,746.71	8,117.87	97,414.46	46.8339
			D	3,934.02	8,523.71	102,284.52	49.1753
			E	4,130.73	8,949.92	107,398.98	51.6341
9108	Intern-Generalist	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5224	Junior Engineer	TEAMSTERS	A	3,540.92	7,671.99	92,063.92	44.2615
			B	3,717.98	8,055.62	96,667.48	46.4748
			C	3,903.85	8,458.34	101,500.10	48.7981
			D	4,099.06	8,881.30	106,575.56	51.2383
			E	4,304.02	9,325.38	111,904.52	53.8003
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,212.10	6,959.55	83,514.60	40.1513
			B	3,372.73	7,307.58	87,690.98	42.1591
			C	3,541.36	7,672.95	92,075.36	44.2670
			D	3,718.41	8,056.56	96,678.66	46.4801
			E	3,904.35	8,459.43	101,513.10	48.8044
5421	Laboratory Technician I	TEAMSTERS	A	2,643.64	5,727.89	68,734.64	33.0455
			B	2,775.79	6,014.21	72,170.54	34.6974
			C	2,914.61	6,314.99	75,779.86	36.4326
			D	3,060.33	6,630.72	79,568.58	38.2541
			E	3,213.33	6,962.22	83,546.58	40.1666
5422	Laboratory Technician II	TEAMSTERS	A	2,914.55	6,314.86	75,778.30	36.4319
			B	3,060.28	6,630.61	79,567.28	38.2535
			C	3,213.29	6,962.13	83,545.54	40.1661
			D	3,373.94	7,310.20	87,722.44	42.1743
			E	3,542.64	7,675.72	92,108.64	44.2830
3508	Landscape Architect*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
4109	Legal Secretary	CONF	A	3,156.37	6,838.80	82,065.62	39.4546
			B	3,314.17	7,180.70	86,168.42	41.4271
			C	3,479.90	7,539.78	90,477.40	43.4988
			D	3,653.89	7,916.76	95,001.14	45.6736
			E	3,836.59	8,312.61	99,751.34	47.9574
9636	Lifeguard	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9303	Maintenance Aide	LS	A				18.6929
			B				19.6248
			C				20.5997
			D				21.6281
			E				22.7100
5301	Maintenance Worker I	TEAMSTERS	A	1,970.61	4,269.66	51,235.86	24.6326
			B	2,069.15	4,483.16	53,797.90	25.8644
			C	2,172.59	4,707.28	56,487.34	27.1574
			D	2,281.22	4,942.64	59,311.72	28.5153
			E	2,395.29	5,189.80	62,277.54	29.9411
5303	Maintenance Worker II	TEAMSTERS	A	2,503.04	5,423.25	65,079.04	31.2880
			B	2,628.20	5,694.43	68,333.20	32.8525
			C	2,759.59	5,979.11	71,749.34	34.4949
			D	2,897.57	6,278.07	75,336.82	36.2196
			E	3,042.44	6,591.95	79,103.44	38.0305
3151	Management Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3152	Management Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4463	Marketing Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
1101	Mayor*			521.08	1,129.00	13,548.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191
5531	Meter Reader	TEAMSTERS	A	1,707.50	3,699.58	44,395.00	21.3438
			B	1,792.87	3,884.55	46,614.62	22.4109
			C	1,882.51	4,078.77	48,945.26	23.5314
			D	1,976.62	4,282.68	51,392.12	24.7078
			E	2,075.46	4,496.83	53,961.96	25.9433
4212	Multimedia Communications Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
4210	Multimedia Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
4105	Office Assistant	TTSSEA	A	1,900.74	4,118.27	49,419.24	23.7593
			B	1,995.76	4,324.15	51,889.76	24.9470
			C	2,095.56	4,540.38	54,484.56	26.1945
			D	2,200.35	4,767.43	57,209.10	27.5044
			E	2,310.37	5,005.80	60,069.62	28.8796

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3401	Operations Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3405	Operations Supervisor*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
4110	Paralegal	CEU	A	3,472.01	7,522.69	90,272.26	43.4001
			B	3,645.61	7,898.82	94,785.86	45.5701
			C	3,827.89	8,293.76	99,525.14	47.8486
			D	4,019.29	8,708.46	104,501.54	50.2411
			E	4,220.25	9,143.88	109,726.50	52.7531
1107	Parks Commissioner	Stipend of \$50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,676.19	10,131.75	121,580.94	58.4524
			B	4,910.00	10,638.33	127,660.00	61.3750
			C	5,155.49	11,170.23	134,042.74	64.4436
			D	5,413.28	11,728.77	140,745.28	67.6660
			E	5,683.96	12,315.25	147,782.96	71.0495
3507	Parks Project Coordinator*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
3306	Plan Check Engineer*	TMMBU	A	5,175.40	11,213.37	134,560.40	64.6925
			B	5,434.16	11,774.01	141,288.16	67.9270
			C	5,705.88	12,362.74	148,352.88	71.3235
			D	5,991.18	12,980.89	155,770.68	74.8898
			E	6,290.74	13,629.94	163,559.24	78.6343
5214	Plan Examiner I	TEAMSTERS	A	3,558.68	7,710.47	92,525.68	44.4835
			B	3,736.66	8,096.10	97,153.16	46.7083
			C	3,923.48	8,500.87	102,010.48	49.0435
			D	4,119.63	8,925.87	107,110.38	51.4954
			E	4,325.64	9,372.22	112,466.64	54.0705
5215	Plan Examiner II	TEAMSTERS	A	3,923.54	8,501.00	102,012.04	49.0443
			B	4,119.76	8,926.15	107,113.76	51.4970
			C	4,325.72	9,372.39	112,468.72	54.0715
			D	4,542.00	9,841.00	118,092.00	56.7750
			E	4,769.14	10,333.14	123,997.64	59.6143
1106	Planning Commissioner	Stipend of \$50.00 per meeting					
3517	Planning Manager*	TMMBU	A	5,275.32	11,429.86	137,158.32	65.9415
			B	5,539.09	12,001.36	144,016.34	69.2386
			C	5,816.05	12,601.44	151,217.30	72.7006
			D	6,106.85	13,231.51	158,778.10	76.3356
			E	6,412.20	13,893.10	166,717.20	80.1525
4506	Planning Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6212	Police Captain*	TPMA	A	6,513.78	14,113.19	169,358.28	81.4223
			B	6,839.49	14,818.90	177,826.74	85.4936
			C	7,181.44	15,559.79	186,717.44	89.7680
			D	7,540.51	16,337.77	196,053.26	94.2564
			E	7,917.58	17,154.76	205,857.08	98.9698

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1513	Police Chief*	DH	Min	8,375.66	18,147.27	217,767.27	104.6958
			Max	10,180.71	22,058.20	264,698.43	127.2589
4603	Police Community Relations Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
6103	Police Corporal	TPOA	A	4,140.03	8,970.07	107,640.78	51.7504
			B	4,347.04	9,418.59	113,023.04	54.3380
			C	4,564.39	9,889.51	118,674.14	57.0549
			D	4,792.63	10,384.03	124,608.38	59.9079
			E	5,032.26	10,903.23	130,838.76	62.9033
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
9501	Police Intern/Parking Enforcement Officer	LS	A				20.8889
			B				21.9387
			C				23.0313
			D				24.1776
			E				25.3880
6211	Police Lieutenant*	TPMA	A	5,637.52	12,214.63	146,575.52	70.4690
			B	5,919.39	12,825.35	153,904.14	73.9924
			C	6,215.37	13,466.64	161,599.62	77.6921
			D	6,526.14	14,139.97	169,679.64	81.5768
			E	6,852.45	14,846.98	178,163.70	85.6556
6102	Police Officer	TPOA	A	3,763.66	8,154.60	97,855.16	47.0458
			B	3,951.85	8,562.34	102,748.10	49.3981
			C	4,149.44	8,990.45	107,885.44	51.8680
			D	4,356.94	9,440.04	113,280.44	54.4618
			E	4,574.78	9,912.02	118,944.28	57.1848
9517	Police Range Master	LS	A				33.3901
			B				35.0612
			C				36.8073
			D				38.6498
			E				40.5780
4103	Police Records Assistant I	TTSSEA	A	2,356.27	5,105.25	61,263.02	29.4534
			B	2,474.10	5,360.55	64,326.60	30.9263
			C	2,597.81	5,628.59	67,543.06	32.4726
			D	2,727.67	5,909.95	70,919.42	34.0959
			E	2,864.06	6,205.46	74,465.56	35.8008
4104	Police Records Assistant II	TTSSEA	A	2,597.77	5,628.50	67,542.02	32.4721
			B	2,727.67	5,909.95	70,919.42	34.0959
			C	2,864.02	6,205.38	74,464.52	35.8003
			D	3,007.22	6,515.64	78,187.72	37.5903
			E	3,157.60	6,841.47	82,097.60	39.4700
3626	Police Records Supervisor*	TMMBU	A	3,377.34	7,317.57	87,810.84	42.2168
			B	3,546.22	7,683.48	92,201.72	44.3278
			C	3,723.52	8,067.63	96,811.52	46.5440
			D	3,909.70	8,471.02	101,652.20	48.8713
			E	4,105.17	8,894.54	106,734.42	51.3146
9551	Police Reserve	LS	A				43.4382

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6105	Police Sergeant	TPOA	A	4,651.52	10,078.29	120,939.52	58.1440
			B	4,884.12	10,582.26	126,987.12	61.0515
			C	5,128.34	11,111.40	133,336.84	64.1043
			D	5,384.75	11,666.96	140,003.50	67.3094
			E	5,653.98	12,250.29	147,003.48	70.6748
2712	Police Support Operations Manager*	CONF	A	5,998.40	12,996.53	155,958.40	74.9800
			B	6,298.33	13,646.38	163,756.58	78.7291
			C	6,613.23	14,328.67	171,943.98	82.6654
			D	6,943.89	15,045.10	180,541.14	86.7986
			E	7,291.09	15,797.36	189,568.34	91.1386
4701	Police Support Services Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6101	Police Trainee (Non-Sworn)	TPOA	A	3,272.65	7,090.74	85,088.90	40.9081
9638	Pool Manager	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
9533	Professional Standards Officer	LS	A				55.6502
			B				58.4354
			C				61.3598
			D				64.4235
			E				67.6479
9110	Program Assistant	LS	Min				16.6040
			Max				27.6590
9231	Project Specialist I	LS	Min				16.6040
			Max				53.5720
9232	Project Specialist II	LS	Min				53.5827
			Max				151.0321
5518	Property and Evidence Technician	TEAMSTERS	A	2,541.14	5,505.80	66,069.64	31.7643
			B	2,668.19	5,781.08	69,372.94	33.3524
			C	2,801.61	6,070.16	72,841.86	35.0201
			D	2,941.69	6,373.66	76,483.94	36.7711
			E	3,088.76	6,692.31	80,307.76	38.6095
2585	Public Information Officer*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,919.23	8,491.67	101,899.98	48.9904
			B	4,115.19	8,916.25	106,994.94	51.4399
			C	4,320.97	9,362.10	112,345.22	54.0121
			D	4,537.01	9,830.19	117,962.26	56.7126
			E	4,763.87	10,321.72	123,860.62	59.5484
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,935.76	6,360.81	76,329.76	36.6970
			B	3,082.53	6,678.82	80,145.78	38.5316
			C	3,236.65	7,012.74	84,152.90	40.4581
			D	3,398.48	7,363.37	88,360.48	42.4810
			E	3,568.43	7,731.60	92,779.18	44.6054

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5503	Public Safety Dispatcher II	TEAMSTERS	A	3,230.10	6,998.55	83,982.60	40.3763
			B	3,391.59	7,348.45	88,181.34	42.3949
			C	3,561.18	7,715.89	92,590.68	44.5148
			D	3,739.23	8,101.67	97,219.98	46.7404
			E	3,926.20	8,506.77	102,081.20	49.0775
9512	Public Safety Dispatcher II - Per Diem	LS	A				35.4683
			B				37.2465
			C				39.1105
			D				41.0601
			E				43.1169
3214	Real Property Agent*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
9631	Recreation Leader I	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
9632	Recreation Leader II	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
9633	Recreation Leader III	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
4401	Recreation Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3513	Recreation Services Manager*	TMMBU	A	4,397.01	9,526.86	114,322.26	54.9626
			B	4,616.89	10,003.26	120,039.14	57.7111
			C	4,847.72	10,503.39	126,040.72	60.5965
			D	5,090.12	11,028.59	132,343.12	63.6265
			E	5,344.62	11,580.01	138,960.12	66.8078
3505	Recreation Services Supervisor*	TMMBU	A	3,997.30	8,660.82	103,929.80	49.9663
			B	4,197.17	9,093.87	109,126.42	52.4646
			C	4,407.04	9,548.59	114,583.04	55.0880
			D	4,627.38	10,025.99	120,311.88	57.8423
			E	4,858.75	10,527.29	126,327.50	60.7344
9626	Recreation Specialized Instructor	LS	Min				16.6040
			Max				56.9999
4113	Senior Account Clerk	TTSSEA	A	2,569.99	5,568.31	66,819.74	32.1249
			B	2,698.48	5,846.71	70,160.48	33.7310
			C	2,833.42	6,139.08	73,668.92	35.4178
			D	2,975.09	6,446.03	77,352.34	37.1886
			E	3,123.83	6,768.30	81,219.58	39.0479
3105	Senior Accountant*	TMMBU	A	4,153.93	9,000.18	108,002.18	51.9241
			B	4,361.65	9,450.24	113,402.90	54.5206
			C	4,579.72	9,922.73	119,072.72	57.2465
			D	4,808.71	10,418.87	125,026.46	60.1089
			E	5,049.15	10,939.83	131,277.90	63.1144

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4202	Senior Accounting Technician	TTSSEA	A	3,332.50	7,220.42	86,645.00	41.6563
			B	3,499.14	7,581.47	90,977.64	43.7393
			C	3,674.11	7,960.57	95,526.86	45.9264
			D	3,857.82	8,358.61	100,303.32	48.2228
			E	4,050.72	8,776.56	105,318.72	50.6340
5525	Senior Animal Services Officer	TEAMSTERS	A	2,680.16	5,807.01	69,684.16	33.5020
			B	2,814.18	6,097.39	73,168.68	35.1773
			C	2,954.88	6,402.24	76,826.88	36.9360
			D	3,102.63	6,722.37	80,668.38	38.7829
			E	3,257.77	7,058.50	84,702.02	40.7221
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,945.14	6,381.14	76,573.64	36.8143
			B	3,092.38	6,700.16	80,401.88	38.6548
			C	3,246.99	7,035.15	84,421.74	40.5874
			D	3,409.36	7,386.95	88,643.36	42.6170
			E	3,579.85	7,756.34	93,076.10	44.7481
3304	Senior Civil Engineer*	TMMBU	A	5,175.54	11,213.67	134,564.04	64.6943
			B	5,434.31	11,774.34	141,292.06	67.9289
			C	5,706.04	12,363.09	148,357.04	71.3255
			D	5,991.34	12,981.24	155,774.84	74.8918
			E	6,290.91	13,630.31	163,563.66	78.6364
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,246.95	7,035.06	84,420.70	40.5869
			B	3,409.28	7,386.77	88,641.28	42.6160
			C	3,579.74	7,756.10	93,073.24	44.7468
			D	3,758.73	8,143.92	97,726.98	46.9841
			E	3,946.66	8,551.10	102,613.16	49.3333
4208	Senior Information Systems Technician	TTSSEA	A	3,441.28	7,456.11	89,473.28	43.0160
			B	3,613.35	7,828.93	93,947.10	45.1669
			C	3,794.02	8,220.38	98,644.52	47.4253
			D	3,983.73	8,631.42	103,576.98	49.7966
			E	4,182.90	9,062.95	108,755.40	52.2863
9637	Senior Lifeguard	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
5305	Senior Maintenance Worker	TEAMSTERS	A	2,755.58	5,970.42	71,645.08	34.4448
			B	2,893.34	6,268.90	75,226.84	36.1668
			C	3,038.01	6,582.36	78,988.26	37.9751
			D	3,189.92	6,911.49	82,937.92	39.8740
			E	3,349.40	7,257.03	87,084.40	41.8675
3203	Senior Planner*	TMMBU	A	4,436.64	9,612.72	115,352.64	55.4580
			B	4,658.47	10,093.35	121,120.22	58.2309
			C	4,891.41	10,598.06	127,176.66	61.1426
			D	5,135.98	11,127.96	133,535.48	64.1998
			E	5,392.77	11,684.34	140,212.02	67.4096
4410	Senior Police Records Assistant	TTSSEA	A	2,864.07	6,205.49	74,465.82	35.8009
			B	3,007.31	6,515.84	78,190.06	37.5914
			C	3,157.63	6,841.53	82,098.38	39.4704
			D	3,315.52	7,183.63	86,203.52	41.4440
			E	3,481.28	7,542.77	90,513.28	43.5160

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5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,795.25	6,056.38	72,676.50	34.9406
			B	2,935.01	6,359.19	76,310.26	36.6876
			C	3,081.76	6,677.15	80,125.76	38.5220
			D	3,235.84	7,010.99	84,131.84	40.4480
			E	3,397.64	7,361.55	88,338.64	42.4705
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,561.02	7,715.54	92,586.52	44.5128
			B	3,739.08	8,101.34	97,216.08	46.7385
			C	3,926.02	8,506.38	102,076.52	49.0753
			D	4,122.33	8,931.72	107,180.58	51.5291
			E	4,328.47	9,378.35	112,540.22	54.1059
5356	Senior Utilities Worker	TEAMSTERS	A	2,893.88	6,270.07	75,240.88	36.1735
			B	3,038.44	6,583.29	78,999.44	37.9805
			C	3,190.28	6,912.27	82,947.28	39.8785
			D	3,350.28	7,258.94	87,107.28	41.8785
			E	3,516.67	7,619.45	91,433.42	43.9584
9109	Summer Student Intern	LS					16.6040
3343	Supervising Building Inspector*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,140.38	8,970.82	107,649.88	51.7548
			B	4,347.39	9,419.35	113,032.14	54.3424
			C	4,564.76	9,890.31	118,683.76	57.0595
			D	4,792.99	10,384.81	124,617.74	59.9124
			E	5,032.65	10,904.08	130,848.90	62.9081
3117	System Administrator*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
9361	Theatre Technician	LS	A				31.8261
			B				33.4116
			C				35.0827
			D				36.8395
			E				38.6820
4420	Transit Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3515	Transit Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
1109	Transportation Commissioner	Stipend of \$50.00 per meeting					

City of Tracy
Master Salary Schedule

Effective 12/03/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3426	Utilities Laboratory Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3417	Utilities Laboratory Supervisor*	TMMBU	A	3,938.21	8,532.79	102,393.46	49.2276
			B	4,135.11	8,959.41	107,512.86	51.6889
			C	4,341.88	9,407.41	112,888.88	54.2735
			D	4,558.97	9,877.77	118,533.22	56.9871
			E	4,786.92	10,371.66	124,459.92	59.8365
5350	Utilities Worker I	TEAMSTERS	A	2,068.36	4,481.45	53,777.36	25.8545
			B	2,172.02	4,706.04	56,472.52	27.1503
			C	2,280.20	4,940.43	59,285.20	28.5025
			D	2,394.75	5,188.63	62,263.50	29.9344
			E	2,515.67	5,450.62	65,407.42	31.4459
5353	Utilities Worker II	TEAMSTERS	A	2,627.50	5,692.92	68,315.00	32.8438
			B	2,759.34	5,978.57	71,742.84	34.4918
			C	2,896.61	6,275.99	75,311.86	36.2076
			D	3,042.07	6,591.15	79,093.82	38.0259
			E	3,193.91	6,920.14	83,041.66	39.9239
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,550.26	9,858.90	118,306.76	56.8783
			B	4,777.76	10,351.81	124,221.76	59.7220
			C	5,016.66	10,869.43	130,433.16	62.7083
			D	5,267.48	11,412.87	136,954.48	65.8435
			E	5,530.85	11,983.51	143,802.10	69.1356
3423	Utility Maintenance Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
3419	Utility Maintenance Supervisor*	TMMBU	A	4,127.11	8,942.07	107,304.86	51.5889
			B	4,333.46	9,389.16	112,669.96	54.1683
			C	4,550.14	9,858.64	118,303.64	56.8768
			D	4,777.64	10,351.55	124,218.64	59.7205
			E	5,016.53	10,869.15	130,429.78	62.7066
5411	Utility Mechanic I	TEAMSTERS	A	3,095.50	6,706.92	80,483.00	38.6938
			B	3,250.27	7,042.25	84,507.02	40.6284
			C	3,412.78	7,394.36	88,732.28	42.6598
			D	3,583.42	7,764.08	93,168.92	44.7928
			E	3,762.58	8,152.26	97,827.08	47.0323
5412	Utility Mechanic II	TEAMSTERS	A	3,410.82	7,390.11	88,681.32	42.6353
			B	3,581.37	7,759.64	93,115.62	44.7671
			C	3,760.43	8,147.60	97,771.18	47.0054
			D	3,948.46	8,555.00	102,659.96	49.3558
			E	4,145.89	8,982.76	107,793.14	51.8236
5404	Utility Operator	TEAMSTERS	A	4,173.37	9,042.30	108,507.62	52.1671
			B	4,381.99	9,494.31	113,931.74	54.7749
			C	4,601.10	9,969.05	119,628.60	57.5138
			D	4,831.17	10,467.54	125,610.42	60.3896
			E	5,072.72	10,990.89	131,890.72	63.4090

City of Tracy
Master Salary Schedule

Effective 12/03/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3422	Wastewater Operations Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,933.76	6,356.48	76,277.76	36.6720
			B	3,080.44	6,674.29	80,091.44	38.5055
			C	3,234.46	7,008.00	84,095.96	40.4308
			D	3,396.19	7,358.41	88,300.94	42.4524
			E	3,566.01	7,726.36	92,716.26	44.5751
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,234.56	7,008.21	84,098.56	40.4320
			B	3,396.26	7,358.56	88,302.76	42.4533
			C	3,566.07	7,726.49	92,717.82	44.5759
			D	3,744.40	8,112.87	97,354.40	46.8050
			E	3,931.63	8,518.53	102,222.38	49.1454
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,559.54	7,712.34	92,548.04	44.4943
			B	3,737.47	8,097.85	97,174.22	46.7184
			C	3,924.36	8,502.78	102,033.36	49.0545
			D	4,120.60	8,927.97	107,135.60	51.5075
			E	4,326.62	9,374.34	112,492.12	54.0828
3421	Water Operations Superintendent*	TMMBU	A	4,594.40	9,954.53	119,454.40	57.4300
			B	4,824.10	10,452.22	125,426.60	60.3013
			C	5,065.32	10,974.86	131,698.32	63.3165
			D	5,318.58	11,523.59	138,283.08	66.4823
			E	5,584.50	12,099.75	145,197.00	69.8063
9351	Water Patrol Aide	LS	A				18.9607
			B				19.9141
			C				20.8997
			D				21.9495
			E				23.0421
3415	Water Resources and Compliance Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,125.70	6,772.35	81,268.20	39.0713
			B	3,281.99	7,110.98	85,331.74	41.0249
			C	3,446.08	7,466.51	89,598.08	43.0760
			D	3,618.38	7,839.82	94,077.88	45.2298
			E	3,799.29	8,231.80	98,781.54	47.4911
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,446.17	7,466.70	89,600.42	43.0771
			B	3,618.48	7,840.04	94,080.48	45.2310
			C	3,799.41	8,232.06	98,784.66	47.4926
			D	3,989.36	8,643.61	103,723.36	49.8670
			E	4,188.83	9,075.80	108,909.58	52.3604
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,792.40	8,216.87	98,602.40	47.4050
			B	3,982.02	8,627.71	103,532.52	49.7753
			C	4,181.13	9,059.12	108,709.38	52.2641
			D	4,390.18	9,512.06	114,144.68	54.8773
			E	4,609.68	9,987.64	119,851.68	57.6210

City of Tracy
Master Salary Schedule

Effective 01/12/2025

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,331.63	5,051.87	60,622.38	29.1454
			B	2,448.22	5,304.48	63,653.72	30.6028
			C	2,570.62	5,569.68	66,836.12	32.1328
			D	2,699.16	5,848.18	70,178.16	33.7395
			E	2,834.12	6,140.59	73,687.12	35.4265
3106	Accountant*	TMMBU	A	3,665.88	7,942.74	95,312.88	45.8235
			B	3,849.18	8,339.89	100,078.68	48.1148
			C	4,041.63	8,756.87	105,082.38	50.5204
			D	4,243.70	9,194.68	110,336.20	53.0463
			E	4,455.89	9,654.43	115,853.14	55.6986
2520	Accounting Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4201	Accounting Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
4102	Administrative Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
8102	Administrative Assistant - Confidential	CONF	A	2,378.88	5,154.24	61,850.88	29.7360
			B	2,497.81	5,411.92	64,943.06	31.2226
			C	2,622.70	5,682.52	68,190.20	32.7838
			D	2,753.86	5,966.70	71,600.36	34.4233
			E	2,891.53	6,264.98	75,179.78	36.1441
4107	Administrative Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
3510	Airport Manager*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
5522	Animal Services Aide	TEAMSTERS	A	1,591.15	3,447.49	41,369.90	19.8894
			B	1,670.71	3,619.87	43,438.46	20.8839
			C	1,754.26	3,800.90	45,610.76	21.9283
			D	1,841.96	3,990.91	47,890.96	23.0245
			E	1,934.05	4,190.44	50,285.30	24.1756
3620	Animal Services Manager*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
5521	Animal Services Officer I	TEAMSTERS	A	2,214.57	4,798.24	57,578.82	27.6821
			B	2,325.26	5,038.06	60,456.76	29.0658
			C	2,441.51	5,289.94	63,479.26	30.5189
			D	2,563.59	5,554.45	66,653.34	32.0449
			E	2,691.80	5,832.23	69,986.80	33.6475

City of Tracy
Master Salary Schedule

Effective 01/12/2025

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5523	Animal Services Officer II	TEAMSTERS	A	2,436.51	5,279.11	63,349.26	30.4564
			B	2,558.32	5,543.03	66,516.32	31.9790
			C	2,686.27	5,820.25	69,843.02	33.5784
			D	2,820.57	6,111.24	73,334.82	35.2571
			E	2,961.61	6,416.82	77,001.86	37.0201
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,961.90	6,417.45	77,009.40	37.0238
			B	3,110.00	6,738.33	80,860.00	38.8750
			C	3,265.49	7,075.23	84,902.74	40.8186
			D	3,428.77	7,429.00	89,148.02	42.8596
			E	3,600.21	7,800.46	93,605.46	45.0026
2573	Assistant City Attorney*	CONF	A	6,746.66	14,617.76	175,413.16	84.3333
			B	7,083.97	15,348.60	184,183.22	88.5496
			C	7,438.18	16,116.06	193,392.68	92.9773
			D	7,810.09	16,921.86	203,062.34	97.6261
			E	8,200.58	17,767.92	213,215.08	102.5073
3338	Assistant City Engineer*	TMMBU	A	5,680.92	12,308.66	147,703.92	71.0115
			B	5,979.92	12,956.49	155,477.92	74.7490
			C	6,294.65	13,638.41	163,660.90	78.6831
			D	6,625.96	14,356.25	172,274.96	82.8245
			E	6,974.68	15,111.81	181,341.68	87.1835
1502	Assistant City Manager*	DH	Min	9,827.29	21,292.46	255,509.54	122.8411
			Max	10,539.63	22,835.87	274,030.44	131.7454
2682	Assistant Director DES*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2635	Assistant Director Operations*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2640	Assistant Director of Park, Recreation, and Community Services*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2636	Assistant Director Utilities*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
3302	Assistant Engineer*	TMMBU	A	3,900.19	8,450.41	101,404.94	48.7524
			B	4,095.17	8,872.87	106,474.42	51.1896
			C	4,299.94	9,316.54	111,798.44	53.7493
			D	4,514.94	9,782.37	117,388.44	56.4368
			E	4,740.69	10,271.50	123,257.94	59.2586
5232	Assistant Planner	TEAMSTERS	A	3,181.31	6,892.84	82,714.06	39.7664
			B	3,340.38	7,237.49	86,849.88	41.7548
			C	3,507.40	7,599.37	91,192.40	43.8425
			D	3,682.77	7,979.34	95,752.02	46.0346
			E	3,866.90	8,378.28	100,539.40	48.3363
2580	Assistant to the City Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219

City of Tracy
Master Salary Schedule

Effective 01/12/2025

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3333	Associate Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3303	Associate Civil Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3202	Associate Planner*	TMMBU	A	3,643.45	7,894.14	94,729.70	45.5431
			B	3,825.62	8,288.84	99,466.12	47.8203
			C	4,016.90	8,703.28	104,439.40	50.2113
			D	4,217.75	9,138.46	109,661.50	52.7219
			E	4,428.65	9,595.41	115,144.90	55.3581
4451	Box Office Assistant	TTSSEA	A	2,090.80	4,530.07	54,360.80	26.1350
			B	2,195.36	4,756.61	57,079.36	27.4420
			C	2,305.13	4,994.45	59,933.38	28.8141
			D	2,420.37	5,244.14	62,929.62	30.2546
			E	2,541.42	5,506.41	66,076.92	31.7678
4455	Box Office Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3104	Budget Officer*	CONF	A	4,895.46	10,606.83	127,281.96	61.1933
			B	5,140.22	11,137.14	133,645.72	64.2528
			C	5,397.22	11,693.98	140,327.72	67.4653
			D	5,667.10	12,278.72	147,344.60	70.8388
			E	5,950.46	12,892.66	154,711.96	74.3808
5211	Building Inspector I	TEAMSTERS	A	2,854.90	6,185.62	74,227.40	35.6863
			B	2,997.64	6,494.89	77,938.64	37.4705
			C	3,147.53	6,819.65	81,835.78	39.3441
			D	3,304.91	7,160.64	85,927.66	41.3114
			E	3,470.15	7,518.66	90,223.90	43.3769
5212	Building Inspector II	TEAMSTERS	A	3,646.18	7,900.06	94,800.68	45.5773
			B	3,828.51	8,295.11	99,541.26	47.8564
			C	4,019.91	8,709.81	104,517.66	50.2489
			D	4,220.92	9,145.33	109,743.92	52.7615
			E	4,431.93	9,602.52	115,230.18	55.3991
5320	Building Maintenance Worker I	TEAMSTERS	A	2,423.08	5,250.01	63,000.08	30.2885
			B	2,544.25	5,512.54	66,150.50	31.8031
			C	2,671.46	5,788.16	69,457.96	33.3933
			D	2,805.04	6,077.59	72,931.04	35.0630
			E	2,945.29	6,381.46	76,577.54	36.8161
5321	Building Maintenance Worker II	TEAMSTERS	A	2,671.52	5,788.29	69,459.52	33.3940
			B	2,805.10	6,077.72	72,932.60	35.0638
			C	2,945.35	6,381.59	76,579.10	36.8169
			D	3,092.61	6,700.66	80,407.86	38.6576
			E	3,247.26	7,035.73	84,428.76	40.5908
3341	Building Official*	TMMBU	A	5,522.65	11,965.74	143,588.90	69.0331
			B	5,798.76	12,563.98	150,767.76	72.4845
			C	6,088.72	13,192.23	158,306.72	76.1090
			D	6,393.14	13,851.80	166,221.64	79.9143
			E	6,712.81	14,544.42	174,533.06	83.9101
4501	Building Permit Technician I	TTSSEA	A	2,647.57	5,736.40	68,836.82	33.0946
			B	2,779.97	6,023.27	72,279.22	34.7496
			C	2,918.95	6,324.39	75,892.70	36.4869
			D	3,064.90	6,640.62	79,687.40	38.3113
			E	3,218.16	6,972.68	83,672.16	40.2270

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4502	Building Permit Technician II	TTSSEA	A	2,919.02	6,324.54	75,894.52	36.4878
			B	3,064.98	6,640.79	79,689.48	38.3123
			C	3,218.23	6,972.83	83,673.98	40.2279
			D	3,379.15	7,321.49	87,857.90	42.2394
			E	3,548.10	7,687.55	92,250.60	44.3513
1530	Chief Innovation Officer*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.47	111.6738
1506	City Attorney*	CONTRACT		11,138.47	24,133.35	289,600.21	139.2309
3110	City Clerk*	TMMBU	A	5,009.89	10,854.76	130,257.14	62.6236
			B	5,260.39	11,397.51	136,770.14	65.7549
			C	5,523.40	11,967.37	143,608.40	69.0425
			D	5,799.56	12,565.71	150,788.56	72.4945
			E	6,089.54	13,194.00	158,328.04	76.1193
1102	City Council Member*			876.93	1,900.00	22,800.00	
2681	City Engineer*	CONF	A	6,750.67	14,626.45	175,517.42	84.3834
			B	7,088.21	15,357.79	184,293.46	88.6026
			C	7,442.62	16,125.68	193,508.12	93.0328
			D	7,814.75	16,931.96	203,183.50	97.6844
			E	8,205.51	17,778.61	213,343.26	102.5689
1501	City Manager*	CONTRACT		12,395.84	26,857.65	322,291.76	154.9480
1112	City Treasurer*			876.93	1,900.00	22,800.00	
9107	Clerical Aide	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
3155	Code Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5202	Code Enforcement Officer	TEAMSTERS	A	2,949.07	6,389.65	76,675.82	36.8634
			B	3,096.51	6,709.11	80,509.26	38.7064
			C	3,251.35	7,044.59	84,535.10	40.6419
			D	3,413.91	7,396.81	88,761.66	42.6739
			E	3,584.61	7,766.66	93,199.86	44.8076
4465	Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3315	Community Preservation Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5513	Community Services Officer	TEAMSTERS	A	2,575.11	5,579.41	66,952.86	32.1889
			B	2,703.87	5,858.39	70,300.62	33.7984
			C	2,839.03	6,151.23	73,814.78	35.4879
			D	2,981.00	6,458.83	77,506.00	37.2625
			E	3,130.07	6,781.82	81,381.82	39.1259
5222	Construction Inspector I	TEAMSTERS	A	3,309.37	7,170.30	86,043.62	41.3671
			B	3,474.86	7,528.86	90,346.36	43.4358
			C	3,648.58	7,905.26	94,863.08	45.6073
			D	3,831.01	8,300.52	99,606.26	47.8876
			E	4,022.59	8,715.61	104,587.34	50.2824

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5223	Construction Inspector II	TEAMSTERS	A	3,648.73	7,905.58	94,866.98	45.6091
			B	3,831.17	8,300.87	99,610.42	47.8896
			C	4,022.71	8,715.87	104,590.46	50.2839
			D	4,223.89	9,151.76	109,821.14	52.7986
			E	4,435.07	9,609.32	115,311.82	55.4384
3347	Construction Project Manager*	TMMBU	A	4,554.42	9,867.91	118,414.92	56.9303
			B	4,782.13	10,361.28	124,335.38	59.7766
			C	5,021.24	10,879.35	130,552.24	62.7655
			D	5,272.29	11,423.30	137,079.54	65.9036
			E	5,535.91	11,994.47	143,933.66	69.1989
4605	Crime Analyst	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
5514	Crime Prevention Specialist	TEAMSTERS	A	2,667.41	5,779.39	69,352.66	33.3426
			B	2,800.81	6,068.42	72,821.06	35.0101
			C	2,940.86	6,371.86	76,462.36	36.7608
			D	3,087.87	6,690.39	80,284.62	38.5984
			E	3,242.26	7,024.90	84,298.76	40.5283
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,185.00	6,900.83	82,810.00	39.8125
			B	3,344.24	7,245.85	86,950.24	41.8030
			C	3,511.42	7,608.08	91,296.92	43.8928
			D	3,686.99	7,988.48	95,861.74	46.0874
			E	3,871.35	8,387.93	100,655.10	48.3919
5517	Crime Scene Technician	TEAMSTERS	A	2,888.81	6,259.09	75,109.06	36.1101
			B	3,033.21	6,571.96	78,863.46	37.9151
			C	3,184.89	6,900.60	82,807.14	39.8111
			D	3,344.14	7,245.64	86,947.64	41.8018
			E	3,511.35	7,607.93	91,295.10	43.8919
1108	Cultural Arts Commissioner	Stipend of \$50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	5,171.38	11,204.66	134,455.88	64.6423
			B	5,429.95	11,764.89	141,178.70	67.8744
			C	5,701.45	12,353.14	148,237.70	71.2681
			D	5,986.51	12,970.77	155,649.26	74.8314
			E	6,285.83	13,619.30	163,431.58	78.5729
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3524	Cultural Arts Supervisor*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3113	Cyber Security Officer*	TMMBU	A	4,817.85	10,438.68	125,264.10	60.2231
			B	5,058.75	10,960.63	131,527.50	63.2344
			C	5,311.68	11,508.64	138,103.68	66.3960
			D	5,577.27	12,084.09	145,009.02	69.7159
			E	5,856.13	12,688.28	152,259.38	73.2016
9552	D.A.R.E Officer	LS	A				38.9605
			B				40.9101
			C				42.9561
			D				45.0986
			E				47.3589
2571	Deputy City Attorney I*	CONF	A	5,296.97	11,476.77	137,721.22	66.2121
			B	5,561.82	12,050.61	144,607.32	69.5228
			C	5,839.93	12,653.18	151,838.18	72.9991
			D	6,131.92	13,285.83	159,429.92	76.6490
			E	6,438.50	13,950.08	167,401.00	80.4813
2572	Deputy City Attorney II*	CONF	A	5,826.68	12,624.47	151,493.68	72.8335
			B	6,118.02	13,255.71	159,068.52	76.4753
			C	6,423.92	13,918.49	167,021.92	80.2990
			D	6,745.13	14,614.45	175,373.38	84.3141
			E	7,082.37	15,345.14	184,141.62	88.5296
4116	Deputy City Clerk	TTSSEA	A	3,079.97	6,673.27	80,079.22	38.4996
			B	3,233.98	7,006.96	84,083.48	40.4248
			C	3,395.68	7,357.31	88,287.68	42.4460
			D	3,565.47	7,725.19	92,702.22	44.5684
			E	3,743.74	8,111.44	97,337.24	46.7968
2711	Deputy Police Chief	CEU	A	7,165.20	15,524.60	186,295.20	89.5650
			B	7,523.47	16,300.85	195,610.22	94.0434
			C	7,899.64	17,115.89	205,390.64	98.7455
			D	8,294.61	17,971.66	215,659.86	103.6826
			E	8,709.35	18,870.26	226,443.10	108.8669
1528	Director of Community and Economic Development*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1522	Director of Finance*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1518	Director of Human Resources*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1527	Director of Mobility and Housing*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1524	Director of Public Works*	DH	Min	7,884.09	17,082.19	204,986.25	98.5511
			Max	9,581.48	20,759.88	249,118.58	119.7685
1516	Director of Parks, Recreation and Community Services*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
3208	Economic Development Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3209	Economic Development Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3207	Economic Development Manager*	TMMBU	A	5,254.70	11,385.18	136,622.20	65.6838
			B	5,517.42	11,954.41	143,452.92	68.9678
			C	5,793.30	12,552.15	150,625.80	72.4163
			D	6,082.96	13,179.75	158,156.96	76.0370
			E	6,387.11	13,838.74	166,064.86	79.8389
5325	Electrician	TEAMSTERS	A	3,660.27	7,930.59	95,167.02	45.7534
			B	3,843.30	8,327.15	99,925.80	48.0413
			C	4,035.48	8,743.54	104,922.48	50.4435
			D	4,237.23	9,180.67	110,167.98	52.9654
			E	4,449.09	9,639.70	115,676.34	55.6136
9105	Engineering Intern	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5221	Engineering Technician I	TEAMSTERS	A	2,913.22	6,311.98	75,743.72	36.4153
			B	3,058.88	6,627.57	79,530.88	38.2360
			C	3,211.82	6,958.94	83,507.32	40.1478
			D	3,372.41	7,306.89	87,682.66	42.1551
			E	3,541.06	7,672.30	92,067.56	44.2633
5225	Engineering Technician II	TEAMSTERS	A	3,211.84	6,958.99	83,507.84	40.1480
			B	3,372.43	7,306.93	87,683.18	42.1554
			C	3,541.07	7,672.32	92,067.82	44.2634
			D	3,718.13	8,055.95	96,671.38	46.4766
			E	3,903.99	8,458.65	101,503.74	48.7999
3412	Environmental Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5424	Environmental Compliance Technician	TEAMSTERS	A	2,648.03	5,737.40	68,848.78	33.1004
			B	2,780.42	6,024.24	72,290.92	34.7553
			C	2,919.46	6,325.50	75,905.96	36.4933
			D	3,065.42	6,641.74	79,700.92	38.3178
			E	3,218.68	6,973.81	83,685.68	40.2335
5313	Equipment Mechanic I	TEAMSTERS	A	2,677.35	5,800.93	69,611.10	33.4669
			B	2,811.20	6,090.93	73,091.20	35.1400
			C	2,951.76	6,395.48	76,745.76	36.8970
			D	3,099.34	6,715.24	80,582.84	38.7418
			E	3,254.31	7,051.01	84,612.06	40.6789
5314	Equipment Mechanic II	TEAMSTERS	A	2,951.75	6,395.46	76,745.50	36.8969
			B	3,099.35	6,715.26	80,583.10	38.7419
			C	3,254.30	7,050.98	84,611.80	40.6788
			D	3,417.02	7,403.54	88,842.52	42.7128
			E	3,587.87	7,773.72	93,284.62	44.8484
4108	Executive Assistant	TTSSEA	A	2,823.78	6,118.19	73,418.28	35.2973
			B	2,964.96	6,424.08	77,088.96	37.0620
			C	3,113.22	6,745.31	80,943.72	38.9153
			D	3,268.88	7,082.57	84,990.88	40.8610
			E	3,432.32	7,436.69	89,240.32	42.9040
8108	Executive Assistant - Confidential	CONF	A	2,893.81	6,269.92	75,239.06	36.1726
			B	3,038.51	6,583.44	79,001.26	37.9814
			C	3,190.43	6,912.60	82,951.18	39.8804
			D	3,349.93	7,258.18	87,098.18	41.8741
			E	3,517.45	7,621.14	91,453.70	43.9681
2581	Executive Assistant to City Manager	CONF	A	3,314.85	7,182.18	86,186.10	41.4356
			B	3,480.57	7,541.24	90,494.82	43.5071
			C	3,654.60	7,918.30	95,019.60	45.6825
			D	3,837.34	8,314.24	99,770.84	47.9668
			E	4,029.19	8,729.91	104,758.94	50.3649

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9635	Facility Attendant	LS	A				21.2103
			B				22.2708
			C				23.3849
			D				24.5525
			E				25.7844
3107	Financial Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3108	Financial Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
3404	Fleet Supervisor*	TMMBU	A	3,873.73	8,393.08	100,716.98	48.4216
			B	4,067.38	8,812.66	105,751.88	50.8423
			C	4,270.76	9,253.31	111,039.76	53.3845
			D	4,484.28	9,715.94	116,591.28	56.0535
			E	4,708.50	10,201.75	122,421.00	58.8563
3120	GIS Analyst *	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4206	GIS Technician	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
3215	Homeless Services Manager*	TMMBU	A	4,776.99	10,350.15	124,201.74	59.7124
			B	5,015.84	10,867.65	130,411.84	62.6980
			C	5,266.64	11,411.05	136,932.64	65.8330
			D	5,529.96	11,981.58	143,778.96	69.1245
			E	5,806.45	12,580.64	150,967.70	72.5806
2511	Human Resources Analyst I*	CONF	A	3,443.97	7,461.94	89,543.22	43.0496
			B	3,616.18	7,835.06	94,020.68	45.2023
			C	3,796.97	8,226.77	98,721.22	47.4621
			D	3,986.82	8,638.11	103,657.32	49.8353
			E	4,186.16	9,070.01	108,840.16	52.3270
2512	Human Resources Analyst II*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
2562	Human Resources Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4301	Human Resources Technician	CONF	A	2,938.57	6,366.90	76,402.82	36.7321
			B	3,085.50	6,685.25	80,223.00	38.5688
			C	3,239.78	7,019.52	84,234.28	40.4973
			D	3,401.78	7,370.52	88,446.28	42.5223
			E	3,571.86	7,739.03	92,868.36	44.6483
4204	Information Systems Technician I	TTSSEA	A	2,720.39	5,894.18	70,730.14	34.0049
			B	2,856.41	6,188.89	74,266.66	35.7051
			C	2,999.24	6,498.35	77,980.24	37.4905
			D	3,149.20	6,823.27	81,879.20	39.3650
			E	3,306.67	7,164.45	85,973.42	41.3334

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4205	Information Systems Technician II	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
2553	Information Technology Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
3111	Information Technology Specialist*	TMMBU	A	3,754.14	8,133.97	97,607.64	46.9268
			B	3,941.87	8,540.72	102,488.62	49.2734
			C	4,138.95	8,967.73	107,612.70	51.7369
			D	4,345.88	9,416.07	112,992.88	54.3235
			E	4,563.18	9,886.89	118,642.68	57.0398
5413	Instrumentation Technician	TEAMSTERS	A	3,398.36	7,363.11	88,357.36	42.4795
			B	3,568.29	7,731.30	92,775.54	44.6036
			C	3,746.71	8,117.87	97,414.46	46.8339
			D	3,934.02	8,523.71	102,284.52	49.1753
			E	4,130.73	8,949.92	107,398.98	51.6341
9108	Intern-Generalist	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5224	Junior Engineer	TEAMSTERS	A	3,540.92	7,671.99	92,063.92	44.2615
			B	3,717.98	8,055.62	96,667.48	46.4748
			C	3,903.85	8,458.34	101,500.10	48.7981
			D	4,099.06	8,881.30	106,575.56	51.2383
			E	4,304.02	9,325.38	111,904.52	53.8003
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,212.10	6,959.55	83,514.60	40.1513
			B	3,372.73	7,307.58	87,690.98	42.1591
			C	3,541.36	7,672.95	92,075.36	44.2670
			D	3,718.41	8,056.56	96,678.66	46.4801
			E	3,904.35	8,459.43	101,513.10	48.8044
5421	Laboratory Technician I	TEAMSTERS	A	2,643.64	5,727.89	68,734.64	33.0455
			B	2,775.79	6,014.21	72,170.54	34.6974
			C	2,914.61	6,314.99	75,779.86	36.4326
			D	3,060.33	6,630.72	79,568.58	38.2541
			E	3,213.33	6,962.22	83,546.58	40.1666
5422	Laboratory Technician II	TEAMSTERS	A	2,914.55	6,314.86	75,778.30	36.4319
			B	3,060.28	6,630.61	79,567.28	38.2535
			C	3,213.29	6,962.13	83,545.54	40.1661
			D	3,373.94	7,310.20	87,722.44	42.1743
			E	3,542.64	7,675.72	92,108.64	44.2830
3508	Landscape Architect*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
4109	Legal Secretary	CONF	A	3,156.37	6,838.80	82,065.62	39.4546
			B	3,314.17	7,180.70	86,168.42	41.4271
			C	3,479.90	7,539.78	90,477.40	43.4988
			D	3,653.89	7,916.76	95,001.14	45.6736
			E	3,836.59	8,312.61	99,751.34	47.9574
9636	Lifeguard	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9303	Maintenance Aide	LS	A				18.6929
			B				19.6248
			C				20.5997
			D				21.6281
			E				22.7100
5301	Maintenance Worker I	TEAMSTERS	A	1,970.61	4,269.66	51,235.86	24.6326
			B	2,069.15	4,483.16	53,797.90	25.8644
			C	2,172.59	4,707.28	56,487.34	27.1574
			D	2,281.22	4,942.64	59,311.72	28.5153
			E	2,395.29	5,189.80	62,277.54	29.9411
5303	Maintenance Worker II	TEAMSTERS	A	2,503.04	5,423.25	65,079.04	31.2880
			B	2,628.20	5,694.43	68,333.20	32.8525
			C	2,759.59	5,979.11	71,749.34	34.4949
			D	2,897.57	6,278.07	75,336.82	36.2196
			E	3,042.44	6,591.95	79,103.44	38.0305
3151	Management Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3152	Management Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4463	Marketing Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
1101	Mayor*			969.24	2,100.00	25,200.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191
5531	Meter Reader	TEAMSTERS	A	1,707.50	3,699.58	44,395.00	21.3438
			B	1,792.87	3,884.55	46,614.62	22.4109
			C	1,882.51	4,078.77	48,945.26	23.5314
			D	1,976.62	4,282.68	51,392.12	24.7078
			E	2,075.46	4,496.83	53,961.96	25.9433
4212	Multimedia Communications Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
4210	Multimedia Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
4105	Office Assistant	TTSSEA	A	1,900.74	4,118.27	49,419.24	23.7593
			B	1,995.76	4,324.15	51,889.76	24.9470
			C	2,095.56	4,540.38	54,484.56	26.1945
			D	2,200.35	4,767.43	57,209.10	27.5044
			E	2,310.37	5,005.80	60,069.62	28.8796

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3401	Operations Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3405	Operations Supervisor*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
4110	Paralegal	CEU	A	3,472.01	7,522.69	90,272.26	43.4001
			B	3,645.61	7,898.82	94,785.86	45.5701
			C	3,827.89	8,293.76	99,525.14	47.8486
			D	4,019.29	8,708.46	104,501.54	50.2411
			E	4,220.25	9,143.88	109,726.50	52.7531
1107	Parks Commissioner	Stipend of \$50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,676.19	10,131.75	121,580.94	58.4524
			B	4,910.00	10,638.33	127,660.00	61.3750
			C	5,155.49	11,170.23	134,042.74	64.4436
			D	5,413.28	11,728.77	140,745.28	67.6660
			E	5,683.96	12,315.25	147,782.96	71.0495
3507	Parks Project Coordinator*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
3306	Plan Check Engineer*	TMMBU	A	5,175.40	11,213.37	134,560.40	64.6925
			B	5,434.16	11,774.01	141,288.16	67.9270
			C	5,705.88	12,362.74	148,352.88	71.3235
			D	5,991.18	12,980.89	155,770.68	74.8898
			E	6,290.74	13,629.94	163,559.24	78.6343
5214	Plan Examiner I	TEAMSTERS	A	3,558.68	7,710.47	92,525.68	44.4835
			B	3,736.66	8,096.10	97,153.16	46.7083
			C	3,923.48	8,500.87	102,010.48	49.0435
			D	4,119.63	8,925.87	107,110.38	51.4954
			E	4,325.64	9,372.22	112,466.64	54.0705
5215	Plan Examiner II	TEAMSTERS	A	3,923.54	8,501.00	102,012.04	49.0443
			B	4,119.76	8,926.15	107,113.76	51.4970
			C	4,325.72	9,372.39	112,468.72	54.0715
			D	4,542.00	9,841.00	118,092.00	56.7750
			E	4,769.14	10,333.14	123,997.64	59.6143
1106	Planning Commissioner	Stipend of \$50.00 per meeting					
3517	Planning Manager*	TMMBU	A	5,275.32	11,429.86	137,158.32	65.9415
			B	5,539.09	12,001.36	144,016.34	69.2386
			C	5,816.05	12,601.44	151,217.30	72.7006
			D	6,106.85	13,231.51	158,778.10	76.3356
			E	6,412.20	13,893.10	166,717.20	80.1525
4506	Planning Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6212	Police Captain*	TPMA	A	6,513.78	14,113.19	169,358.28	81.4223
			B	6,839.49	14,818.90	177,826.74	85.4936
			C	7,181.44	15,559.79	186,717.44	89.7680
			D	7,540.51	16,337.77	196,053.26	94.2564
			E	7,917.58	17,154.76	205,857.08	98.9698

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1513	Police Chief*	DH	Min	8,375.66	18,147.27	217,767.27	104.6958
			Max	10,180.71	22,058.20	264,698.43	127.2589
4603	Police Community Relations Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
6103	Police Corporal	TPOA	A	4,140.03	8,970.07	107,640.78	51.7504
			B	4,347.04	9,418.59	113,023.04	54.3380
			C	4,564.39	9,889.51	118,674.14	57.0549
			D	4,792.63	10,384.03	124,608.38	59.9079
			E	5,032.26	10,903.23	130,838.76	62.9033
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
9501	Police Intern/Parking Enforcement Officer	LS	A				20.8889
			B				21.9387
			C				23.0313
			D				24.1776
			E				25.3880
6211	Police Lieutenant*	TPMA	A	5,637.52	12,214.63	146,575.52	70.4690
			B	5,919.39	12,825.35	153,904.14	73.9924
			C	6,215.37	13,466.64	161,599.62	77.6921
			D	6,526.14	14,139.97	169,679.64	81.5768
			E	6,852.45	14,846.98	178,163.70	85.6556
6102	Police Officer	TPOA	A	3,763.66	8,154.60	97,855.16	47.0458
			B	3,951.85	8,562.34	102,748.10	49.3981
			C	4,149.44	8,990.45	107,885.44	51.8680
			D	4,356.94	9,440.04	113,280.44	54.4618
			E	4,574.78	9,912.02	118,944.28	57.1848
9517	Police Range Master	LS	A				33.3901
			B				35.0612
			C				36.8073
			D				38.6498
			E				40.5780
4103	Police Records Assistant I	TTSSEA	A	2,356.27	5,105.25	61,263.02	29.4534
			B	2,474.10	5,360.55	64,326.60	30.9263
			C	2,597.81	5,628.59	67,543.06	32.4726
			D	2,727.67	5,909.95	70,919.42	34.0959
			E	2,864.06	6,205.46	74,465.56	35.8008
4104	Police Records Assistant II	TTSSEA	A	2,597.77	5,628.50	67,542.02	32.4721
			B	2,727.67	5,909.95	70,919.42	34.0959
			C	2,864.02	6,205.38	74,464.52	35.8003
			D	3,007.22	6,515.64	78,187.72	37.5903
			E	3,157.60	6,841.47	82,097.60	39.4700
3626	Police Records Supervisor*	TMMBU	A	3,377.34	7,317.57	87,810.84	42.2168
			B	3,546.22	7,683.48	92,201.72	44.3278
			C	3,723.52	8,067.63	96,811.52	46.5440
			D	3,909.70	8,471.02	101,652.20	48.8713
			E	4,105.17	8,894.54	106,734.42	51.3146
9551	Police Reserve	LS	A				43.4382

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
6105	Police Sergeant	TPOA	A	4,651.52	10,078.29	120,939.52	58.1440
			B	4,884.12	10,582.26	126,987.12	61.0515
			C	5,128.34	11,111.40	133,336.84	64.1043
			D	5,384.75	11,666.96	140,003.50	67.3094
			E	5,653.98	12,250.29	147,003.48	70.6748
2712	Police Support Operations Manager*	CONF	A	5,998.40	12,996.53	155,958.40	74.9800
			B	6,298.33	13,646.38	163,756.58	78.7291
			C	6,613.23	14,328.67	171,943.98	82.6654
			D	6,943.89	15,045.10	180,541.14	86.7986
			E	7,291.09	15,797.36	189,568.34	91.1386
4701	Police Support Services Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6101	Police Trainee (Non-Sworn)	TPOA	A	3,272.65	7,090.74	85,088.90	40.9081
9638	Pool Manager	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
9533	Professional Standards Officer	LS	A				55.6502
			B				58.4354
			C				61.3598
			D				64.4235
			E				67.6479
9110	Program Assistant	LS	Min				16.6040
			Max				27.6590
9231	Project Specialist I	LS	Min				16.6040
			Max				53.5720
9232	Project Specialist II	LS	Min				53.5827
			Max				151.0321
5518	Property and Evidence Technician	TEAMSTERS	A	2,541.14	5,505.80	66,069.64	31.7643
			B	2,668.19	5,781.08	69,372.94	33.3524
			C	2,801.61	6,070.16	72,841.86	35.0201
			D	2,941.69	6,373.66	76,483.94	36.7711
			E	3,088.76	6,692.31	80,307.76	38.6095
2585	Public Information Officer*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,919.23	8,491.67	101,899.98	48.9904
			B	4,115.19	8,916.25	106,994.94	51.4399
			C	4,320.97	9,362.10	112,345.22	54.0121
			D	4,537.01	9,830.19	117,962.26	56.7126
			E	4,763.87	10,321.72	123,860.62	59.5484
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,935.76	6,360.81	76,329.76	36.6970
			B	3,082.53	6,678.82	80,145.78	38.5316
			C	3,236.65	7,012.74	84,152.90	40.4581
			D	3,398.48	7,363.37	88,360.48	42.4810
			E	3,568.43	7,731.60	92,779.18	44.6054

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,230.10	6,998.55	83,982.60	40.3763
			B	3,391.59	7,348.45	88,181.34	42.3949
			C	3,561.18	7,715.89	92,590.68	44.5148
			D	3,739.23	8,101.67	97,219.98	46.7404
			E	3,926.20	8,506.77	102,081.20	49.0775
9512	Public Safety Dispatcher II - Per Diem	LS	A				35.4683
			B				37.2465
			C				39.1105
			D				41.0601
			E				43.1169
3214	Real Property Agent*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
9631	Recreation Leader I	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
9632	Recreation Leader II	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
9633	Recreation Leader III	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
4401	Recreation Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3513	Recreation Services Manager*	TMMBU	A	4,397.01	9,526.86	114,322.26	54.9626
			B	4,616.89	10,003.26	120,039.14	57.7111
			C	4,847.72	10,503.39	126,040.72	60.5965
			D	5,090.12	11,028.59	132,343.12	63.6265
			E	5,344.62	11,580.01	138,960.12	66.8078
3505	Recreation Services Supervisor*	TMMBU	A	3,997.30	8,660.82	103,929.80	49.9663
			B	4,197.17	9,093.87	109,126.42	52.4646
			C	4,407.04	9,548.59	114,583.04	55.0880
			D	4,627.38	10,025.99	120,311.88	57.8423
			E	4,858.75	10,527.29	126,327.50	60.7344
9626	Recreation Specialized Instructor	LS	Min				16.6040
			Max				56.9999
4113	Senior Account Clerk	TTSSEA	A	2,569.99	5,568.31	66,819.74	32.1249
			B	2,698.48	5,846.71	70,160.48	33.7310
			C	2,833.42	6,139.08	73,668.92	35.4178
			D	2,975.09	6,446.03	77,352.34	37.1886
			E	3,123.83	6,768.30	81,219.58	39.0479
3105	Senior Accountant*	TMMBU	A	4,153.93	9,000.18	108,002.18	51.9241
			B	4,361.65	9,450.24	113,402.90	54.5206
			C	4,579.72	9,922.73	119,072.72	57.2465
			D	4,808.71	10,418.87	125,026.46	60.1089
			E	5,049.15	10,939.83	131,277.90	63.1144

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4202	Senior Accounting Technician	TTSSEA	A	3,332.50	7,220.42	86,645.00	41.6563
			B	3,499.14	7,581.47	90,977.64	43.7393
			C	3,674.11	7,960.57	95,526.86	45.9264
			D	3,857.82	8,358.61	100,303.32	48.2228
			E	4,050.72	8,776.56	105,318.72	50.6340
5525	Senior Animal Services Officer	TEAMSTERS	A	2,680.16	5,807.01	69,684.16	33.5020
			B	2,814.18	6,097.39	73,168.68	35.1773
			C	2,954.88	6,402.24	76,826.88	36.9360
			D	3,102.63	6,722.37	80,668.38	38.7829
			E	3,257.77	7,058.50	84,702.02	40.7221
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,945.14	6,381.14	76,573.64	36.8143
			B	3,092.38	6,700.16	80,401.88	38.6548
			C	3,246.99	7,035.15	84,421.74	40.5874
			D	3,409.36	7,386.95	88,643.36	42.6170
			E	3,579.85	7,756.34	93,076.10	44.7481
3304	Senior Civil Engineer*	TMMBU	A	5,175.54	11,213.67	134,564.04	64.6943
			B	5,434.31	11,774.34	141,292.06	67.9289
			C	5,706.04	12,363.09	148,357.04	71.3255
			D	5,991.34	12,981.24	155,774.84	74.8918
			E	6,290.91	13,630.31	163,563.66	78.6364
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,246.95	7,035.06	84,420.70	40.5869
			B	3,409.28	7,386.77	88,641.28	42.6160
			C	3,579.74	7,756.10	93,073.24	44.7468
			D	3,758.73	8,143.92	97,726.98	46.9841
			E	3,946.66	8,551.10	102,613.16	49.3333
4208	Senior Information Systems Technician	TTSSEA	A	3,441.28	7,456.11	89,473.28	43.0160
			B	3,613.35	7,828.93	93,947.10	45.1669
			C	3,794.02	8,220.38	98,644.52	47.4253
			D	3,983.73	8,631.42	103,576.98	49.7966
			E	4,182.90	9,062.95	108,755.40	52.2863
9637	Senior Lifeguard	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
5305	Senior Maintenance Worker	TEAMSTERS	A	2,755.58	5,970.42	71,645.08	34.4448
			B	2,893.34	6,268.90	75,226.84	36.1668
			C	3,038.01	6,582.36	78,988.26	37.9751
			D	3,189.92	6,911.49	82,937.92	39.8740
			E	3,349.40	7,257.03	87,084.40	41.8675
3203	Senior Planner*	TMMBU	A	4,436.64	9,612.72	115,352.64	55.4580
			B	4,658.47	10,093.35	121,120.22	58.2309
			C	4,891.41	10,598.06	127,176.66	61.1426
			D	5,135.98	11,127.96	133,535.48	64.1998
			E	5,392.77	11,684.34	140,212.02	67.4096
4410	Senior Police Records Assistant	TTSSEA	A	2,864.07	6,205.49	74,465.82	35.8009
			B	3,007.31	6,515.84	78,190.06	37.5914
			C	3,157.63	6,841.53	82,098.38	39.4704
			D	3,315.52	7,183.63	86,203.52	41.4440
			E	3,481.28	7,542.77	90,513.28	43.5160

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,795.25	6,056.38	72,676.50	34.9406
			B	2,935.01	6,359.19	76,310.26	36.6876
			C	3,081.76	6,677.15	80,125.76	38.5220
			D	3,235.84	7,010.99	84,131.84	40.4480
			E	3,397.64	7,361.55	88,338.64	42.4705
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,561.02	7,715.54	92,586.52	44.5128
			B	3,739.08	8,101.34	97,216.08	46.7385
			C	3,926.02	8,506.38	102,076.52	49.0753
			D	4,122.33	8,931.72	107,180.58	51.5291
			E	4,328.47	9,378.35	112,540.22	54.1059
5356	Senior Utilities Worker	TEAMSTERS	A	2,893.88	6,270.07	75,240.88	36.1735
			B	3,038.44	6,583.29	78,999.44	37.9805
			C	3,190.28	6,912.27	82,947.28	39.8785
			D	3,350.28	7,258.94	87,107.28	41.8785
			E	3,516.67	7,619.45	91,433.42	43.9584
9109	Summer Student Intern	LS					16.6040
3343	Supervising Building Inspector*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,140.38	8,970.82	107,649.88	51.7548
			B	4,347.39	9,419.35	113,032.14	54.3424
			C	4,564.76	9,890.31	118,683.76	57.0595
			D	4,792.99	10,384.81	124,617.74	59.9124
			E	5,032.65	10,904.08	130,848.90	62.9081
3117	System Administrator*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
9361	Theatre Technician	LS	A				31.8261
			B				33.4116
			C				35.0827
			D				36.8395
			E				38.6820
4420	Transit Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3515	Transit Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
1109	Transportation Commissioner	Stipend of \$50.00 per meeting					

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3426	Utilities Laboratory Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3417	Utilities Laboratory Supervisor*	TMMBU	A	3,938.21	8,532.79	102,393.46	49.2276
			B	4,135.11	8,959.41	107,512.86	51.6889
			C	4,341.88	9,407.41	112,888.88	54.2735
			D	4,558.97	9,877.77	118,533.22	56.9871
			E	4,786.92	10,371.66	124,459.92	59.8365
5350	Utilities Worker I	TEAMSTERS	A	2,068.36	4,481.45	53,777.36	25.8545
			B	2,172.02	4,706.04	56,472.52	27.1503
			C	2,280.20	4,940.43	59,285.20	28.5025
			D	2,394.75	5,188.63	62,263.50	29.9344
			E	2,515.67	5,450.62	65,407.42	31.4459
5353	Utilities Worker II	TEAMSTERS	A	2,627.50	5,692.92	68,315.00	32.8438
			B	2,759.34	5,978.57	71,742.84	34.4918
			C	2,896.61	6,275.99	75,311.86	36.2076
			D	3,042.07	6,591.15	79,093.82	38.0259
			E	3,193.91	6,920.14	83,041.66	39.9239
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,550.26	9,858.90	118,306.76	56.8783
			B	4,777.76	10,351.81	124,221.76	59.7220
			C	5,016.66	10,869.43	130,433.16	62.7083
			D	5,267.48	11,412.87	136,954.48	65.8435
			E	5,530.85	11,983.51	143,802.10	69.1356
3423	Utility Maintenance Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
3419	Utility Maintenance Supervisor*	TMMBU	A	4,127.11	8,942.07	107,304.86	51.5889
			B	4,333.46	9,389.16	112,669.96	54.1683
			C	4,550.14	9,858.64	118,303.64	56.8768
			D	4,777.64	10,351.55	124,218.64	59.7205
			E	5,016.53	10,869.15	130,429.78	62.7066
5411	Utility Mechanic I	TEAMSTERS	A	3,095.50	6,706.92	80,483.00	38.6938
			B	3,250.27	7,042.25	84,507.02	40.6284
			C	3,412.78	7,394.36	88,732.28	42.6598
			D	3,583.42	7,764.08	93,168.92	44.7928
			E	3,762.58	8,152.26	97,827.08	47.0323
5412	Utility Mechanic II	TEAMSTERS	A	3,410.82	7,390.11	88,681.32	42.6353
			B	3,581.37	7,759.64	93,115.62	44.7671
			C	3,760.43	8,147.60	97,771.18	47.0054
			D	3,948.46	8,555.00	102,659.96	49.3558
			E	4,145.89	8,982.76	107,793.14	51.8236
5404	Utility Operator	TEAMSTERS	A	4,173.37	9,042.30	108,507.62	52.1671
			B	4,381.99	9,494.31	113,931.74	54.7749
			C	4,601.10	9,969.05	119,628.60	57.5138
			D	4,831.17	10,467.54	125,610.42	60.3896
			E	5,072.72	10,990.89	131,890.72	63.4090

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3422	Wastewater Operations Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,933.76	6,356.48	76,277.76	36.6720
			B	3,080.44	6,674.29	80,091.44	38.5055
			C	3,234.46	7,008.00	84,095.96	40.4308
			D	3,396.19	7,358.41	88,300.94	42.4524
			E	3,566.01	7,726.36	92,716.26	44.5751
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,234.56	7,008.21	84,098.56	40.4320
			B	3,396.26	7,358.56	88,302.76	42.4533
			C	3,566.07	7,726.49	92,717.82	44.5759
			D	3,744.40	8,112.87	97,354.40	46.8050
			E	3,931.63	8,518.53	102,222.38	49.1454
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,559.54	7,712.34	92,548.04	44.4943
			B	3,737.47	8,097.85	97,174.22	46.7184
			C	3,924.36	8,502.78	102,033.36	49.0545
			D	4,120.60	8,927.97	107,135.60	51.5075
			E	4,326.62	9,374.34	112,492.12	54.0828
3421	Water Operations Superintendent*	TMMBU	A	4,594.40	9,954.53	119,454.40	57.4300
			B	4,824.10	10,452.22	125,426.60	60.3013
			C	5,065.32	10,974.86	131,698.32	63.3165
			D	5,318.58	11,523.59	138,283.08	66.4823
			E	5,584.50	12,099.75	145,197.00	69.8063
9351	Water Patrol Aide	LS	A				18.9607
			B				19.9141
			C				20.8997
			D				21.9495
			E				23.0421
3415	Water Resources and Compliance Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,125.70	6,772.35	81,268.20	39.0713
			B	3,281.99	7,110.98	85,331.74	41.0249
			C	3,446.08	7,466.51	89,598.08	43.0760
			D	3,618.38	7,839.82	94,077.88	45.2298
			E	3,799.29	8,231.80	98,781.54	47.4911
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,446.17	7,466.70	89,600.42	43.0771
			B	3,618.48	7,840.04	94,080.48	45.2310
			C	3,799.41	8,232.06	98,784.66	47.4926
			D	3,989.36	8,643.61	103,723.36	49.8670
			E	4,188.83	9,075.80	108,909.58	52.3604
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,792.40	8,216.87	98,602.40	47.4050
			B	3,982.02	8,627.71	103,532.52	49.7753
			C	4,181.13	9,059.12	108,709.38	52.2641
			D	4,390.18	9,512.06	114,144.68	54.8773
			E	4,609.68	9,987.64	119,851.68	57.6210