
Request For Proposals

Rightsizing Parking Project

City of Walnut Creek –
Community Development Department

Issued: Tuesday, October 12, 2021

Proposal Deadline: Friday, November 5, 2021



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Invitation

The City of Walnut Creek’s Community Development Department (City) is soliciting proposals from qualified firms (consultant) to provide professional services for a parking utilization study to analyze actual parking demand for developments with a residential component (i.e.: multifamily, mixed-use, senior, and affordable residential housing); and to draft an ordinance to “right-size” residential parking requirements to help meet the City’s goals of reducing vehicles miles travelled and greenhouse gas emissions by encouraging the use of more active and sustainable transportation options, and helping to develop more housing at all affordability levels.

Contact Person

Inquiries related to this Request for Proposals should be directed to:

Ozzy Arce, Associate Transportation Planner
T: 925-943-5899 ext. 2166
E: arce@walnut-creek.org

Background

The City of Walnut Creek is a California general law city incorporated on October 21, 1914. The City is located in central Contra Costa County, about 30 miles east of San Francisco and is neighbor to the cities of Concord, Pleasant Hill, and Lafayette, and the unincorporated community of Alamo. Walnut Creek contains approximately 20 square miles of land area and has a population of approximately 71,000 residents. The City is a regional destination for entertainment, shopping, and recreation; and increasingly becoming a major urban/suburban residential hub, particularly downtown and near the BART stations.

Traffic congestion and parking in Walnut Creek have been major concerns since the early 1950s. Despite the City’s efforts to address traffic concerns through new roadways, major road improvements, the construction of public parking garages, and growth management measures, traffic congestion and parking continue to be major concerns, particularly in the Core Area and along Ygnacio Valley Road. However, beginning with the adoption of the City’s 1989 General Plan, and continuing with the current General Plan (adopted in 2006), the City shifted its focus from roadway improvements to the better use of existing transportation infrastructure and programs that would decrease dependency of single-occupant vehicles. Most recently, in October 2020, the City adopted a transportation strategic plan called *Rethinking Mobility* that includes thirteen transportation and parking demand management strategies to implement over the next five years. One of the thirteen strategies, “Parking Requirements for New Development,” speaks to reviewing and modifying parking requirements for new development to ensure they are supportive of the City’s parking and transportation demand management goals, policies, and objectives. The Plan notes that as a baseline step to inform future efforts, the City should conduct a parking study to examine parking utilization at developments with a residential component, such as mixed-use and multifamily developments, also including those that have been approved with modified parking requirements.

Also in 2020, the City received a state grant through the Local Early Action Planning (LEAP) program to conduct a parking study to aid future consideration of how to “right-size” the parking requirement for developments with a residential component, as well as implement changes to the Zoning Ordinance, as informed by the parking study.

Project Context

The City of Walnut Creek is the commercial and cultural center of central Contra Costa County, providing a mix of office, retail, lodging, and entertainment properties that attract workers and patrons from throughout the Bay Area. Increasingly, Walnut Creek, and particularly downtown, is a residential location as well, with a significant number of mixed-use, multifamily, and affordable housing developments completed or in the pipeline in recent years.

Reductions in the amount of parking required for new residential development creates opportunities for more effective land utilization, density, and facilitates the development of both market-rate and affordable housing by reducing the substantial costs associated with parking lot and garage construction. According to the American Planning Association, “Planners’ shifting strategies toward parking are now supported by a growing body of evidence that parking requirements negatively impact multifamily housing, especially affordable projects. In a nutshell, building parking costs a lot, and that cost usually ends up raising tenant rents. Various studies indicate that surface parking lot spaces cost upwards of \$5,000 each, while above-ground parking garages average around \$25,000 per space and below-ground garages average around \$35,000 per space. That can translate into higher rent, particularly in big cities.”

TransForm, which promotes walkable communities in California, and the Chicago-based Center for Neighborhood Technology, a nonprofit sustainable development advocacy group, have both conducted middle-of-the-night surveys of parking usage at apartment projects on the West Coast and in Chicago, respectively. They consistently found that one-quarter to one-third of spaces sat empty. This may be why in recent years several California cities, including San Francisco, Sacramento, San Diego, and Berkeley, have embarked upon efforts to eliminate parking minimums and establish parking maximums, either citywide or in transit-rich areas. Modifying parking requirements in Walnut Creek will not only build upon the *Rethinking Mobility* Transportation Strategic Plan, yet also build upon the North Downtown Specific Plan, adopted in 2019, which established parking minimums and maximum rates for housing developments in the study area, a first for the City.

Project Description, Goals & Objectives

The City is seeking to establish a local parking requirement based on actual local demand for developments with a residential component (including multifamily, mixed-use, senior housing, and affordable housing developments) through the adoption of changes to the City’s parking requirements for new development.

More specifically, this project seeks to conduct a field count and analyze actual demand for residential parking to help “right size” parking requirements to meet the City of Walnut Creek’s goals of reducing vehicle miles travelled and greenhouse gas emissions by encouraging the use of more active and sustainable transportation options, and helping to develop more housing at all affordability levels. The parking utilization survey will be used to help inform efforts to match the City’s parking requirements for residential development (contained in the Zoning Ordinance) to actual demand. The project will culminate with consideration and action by the City Council on proposed amendments to the City’s parking regulations.

In addition, the consultant will consider local, regional, state, and federal policies, plans, programs, and goals that affect the City or project, including but not limited to relevant portions of the following:

- State:
 - Recent changes to State Housing law, including but not limited to Senate Bill 9 or similar bills like Assembly Bill 1401.
- City:
 - [Rethinking Mobility](#) (Transportation Demand Management plan)
 - [West Downtown Specific Plan](#), Off-street parking management strategies
 - [North Downtown Specific Plan](#), Off-street automobile parking standards
 - [General Plan](#)
 - [Walnut Creek Municipal Code, Title 10, Article 2](#). Off-Street Parking and Loading Regulations
 - Including Parking Regulations (Table A)
 - Including BART Proximate Parking Standards (Table C)

Scope of Services

The following services will be the responsibility of the consultant. Consultants are also encouraged to present suggested modifications to the scope that most effectively meet the goals & objectives described in this RFP; however, the City seeks to achieve the full scope within the budgeted amount.

Task 1: Research & Summarize Pertinent Available Data

In an effort to establish a baseline for the project and understand similar efforts from the Bay Area and across the nation, the project will begin with the consultant completing a literature review of pertinent empirical research and available studies; gather recent and relevant data on the subject, including the price to build parking (at, above, and below ground) and other creative off-street parking management strategies (shared or unbundled parking, valet, attendant, and tandem parking); and identify projects of similar scope and scale to this project. Compiling information on similar project efforts will help staff and the consultant better understand similar approaches to studying and modifying parking requirements, and understand outcomes as a result of the changes. The research will also help staff and the consultant inform the City's commissions and the City Council in the later phases of this project.

In addition, the consultant should further familiarize themselves with the City's existing residential parking regulations and include an analysis and summary of the parking regulations as part of the task deliverable, including describing the existing parking requirements for housing and identifying issues.

Deliverable: Administrative Memo #1: Literature Review and Summary of Findings

Task 2a: Project kick-off; Site identification; Introduce study effort

The consultant shall host a project kick-off meeting with staff to clarify the Scope of Work, the responsibilities of team members, and confirm the schedule. Staff will be available to provide an

optional walking and/or driving tour of downtown, the Shadelands Business Park, and other study focus areas. Staff and the consultant will work to identify multifamily/mixed-use residential buildings to include in the study, based on a defined criteria developed by staff and the consultant, and based on common practices for other similar studies of this kind. The survey will include no less than 20-30 multifamily/mixed-use residential developments geographically distributed throughout the City. As part of this task too, the consultant shall budget for the possibility of public meetings with the City's Transportation Commission, Planning Commission, and/or City Council.

Deliverables: Finalized Scope of Work, finalized schedule, materials for commission and city council meetings, including a list of properties to be surveyed; the project schedule; text, graphics, and language for staff reports; PowerPoint presentations; and post-meeting summaries. If the public meetings occur, the consultant shall take the lead in presenting the material throughout the process, whenever a presentation is required.

Task 2b: Conduct electronic survey; Analyze initial survey results; Confirm sites to be entered

The consultant will develop a short electronic survey for property managers and owners to get basic information about the properties, including the total number of units, the levels of affordability of the units, parking rates and spaces, and information on transportation demand management programs for residents. This initial e-survey will also gather interest from property managers on being a part of the nighttime field count. The survey questions will be developed with help from staff. Staff will make initial contact with the property managers to inform them of the study effort and the forthcoming e-survey, and the consultant will then be in charge of the e-survey administration.

After the e-survey closes, the consultant will analyze the e-survey results and present the findings to staff in the form of an Administrative Memo for review and approval. Staff and the consultant will determine the interest of the property managers who agreed to be a part of the survey, and establish a plan for entering the sites. If interest from property managers is low, staff and the consultant will determine ways to increase participation, and continue connecting with property managers until a sufficient list of properties is established.

Once a statistically significant number of sites are confirmed for the field study, the consultant will then reach out to the property managers and begin establishing dates for entering the properties to conduct the nighttime field count. The consultant shall establish a complete schedule for the field counts and present it to staff for review and approval.

Deliverables: Electronic survey; Administrative Memo #2 on survey results; Plan and schedule for field counts

Task 2c: Conduct nighttime field count

The consultant will conduct nighttime parking utilization counts at the confirmed buildings in order to help understand when and how their parking spaces are being used. The survey will include no less than 20 buildings with a residential component (including multifamily, mixed-use, senior housing, and affordable housing developments; and inclusive of buildings that had a

modified parking requirement), and geographically distributed throughout the city. Possible areas could include downtown and BART-proximate locations, as well as more suburban centers.

In addition to the nighttime survey of residential parking utilization, the consultant will also survey the nighttime operational usage of adjacent on-street parking facilities at these sites, in order to determine if residents from the buildings are occupying the on-street parking areas. Please note, most of the meters downtown have on-street parking sensors installed and therefore, minimal data collection will be required in those areas.

Task 2d: Analyze field count and e-survey data + residential parking requirement

The consultant will gather and analyze the data from the e-survey and field count survey to compare true demand to the existing parking requirements contained in the Zoning Ordinance, in order to determine how existing off-street parking requirements for residential uses match actual demand. The results and analysis for both the off-street and on-street counts shall be summarized in an Administrative Memo for review and acceptance by staff.

Deliverable: Administrative Memo #3, Results & Analysis of Counts

Task 3a: Stakeholder outreach & input

The consultant will begin this task by drafting a Technical Memo for the City Council updating them on the status of the project, preliminary data results, and next steps. The Technical Memo shall serve as a check-in with the City Council, and will be sent to the City Council prior to the stakeholder meetings below.

The consultant and staff will also schedule and attend meetings with local stakeholder groups to present the project effort, provide the results from the e-survey and field count, and to obtain input on the data and overall effort. The goal is for the stakeholder feedback to also help inform the policy recommendation. Stakeholders include: Walnut Creek Downtown, Walnut Creek Chamber of Commerce, the City's Development Services Forum, Non-profit housing advocates, and local market-rate and affordable housing developers. The outreach and engagement can include a mixture of informational workshops, presentations, social media & newsletters, stakeholder interviews, and focus groups. Though City staff will participate in the outreach efforts, the consultant will be responsible for producing outreach materials, facilitating and leading discussions, preparing large format graphics, presentation materials for the meetings, and preparing post-meeting summaries immediately following each meeting. The consultant should also be prepared to take the lead in presenting the material to stakeholders throughout the process, when a presentation is required.

Last for this task, the consultant will draft an article for publication in the City's quarterly printed newsletter, *In a Nutshell*. The article will be appropriate for a lay audience, graphic intensive, and serve as a way to provide the community at-large an overview of the project, present the survey results, and serve as an educational tool.

Deliverables: Technical Memo #1 updating the City Council on progress; Materials for stakeholder meetings and post-meeting summaries; Nutshell article, including graphics and narrative.

Task 3b: Study sessions

Once the consultant and staff finalize options and next steps for policy recommendations based on the results outlined in Administrative Memo #4 (see Task 4a), the consultant and staff anticipates returning to the City’s Transportation Commission, Planning Commission, and City Council. The goal of this task is to use the stakeholder feedback and results of the study as informational tools for the commissions and City Council to use when providing the consultant and staff with feedback, and ultimately, for the City Council to provide direction. Consideration should be given to developing a menu of options to frame the discussion and to then move forward with a preferred policy change. For example, options could include revising the minimum number of required parking spaces based on demand, or possibly below that demand and letting the market provide any beyond that; and/or establish parking maximums.

Deliverables: Materials for possible public meetings, including text, graphics, and language for staff reports, PowerPoint presentations, and post-meeting summaries. If the public meetings occur, the consultant shall take the lead in presenting the material throughout the process, whenever a presentation is required.

Task 4a: Policy evaluation & recommendation

Using the information collected from the stakeholder engagement, as well as the e-survey and field counts, the consultant will recommend amendments to the parking requirements contained in the City’s Zoning Ordinance, including but not limited to the required number of parking spaces for multi-family residential uses, including those within mixed-use development. The consultant will also recommend new and innovative off-street parking management strategies such as off-site parking, tandem, shared, unbundled, and mechanized parking, and other alternative situations to satisfy the parking requirements. The goal of this project is to use the feedback, survey results, and available data to help inform and develop new parking requirements that better match actual demand, and help to shape other potential off-street parking management strategies, such as shared, tandem, and mechanical parking. During this task, the consultant should anticipate having several meetings with City staff to discuss and shape the policy recommendations, potential outcomes, and next steps. The consultant will summarize the results and recommended next steps in an Administrative Memo for review and acceptance by staff.

Deliverable: Administrative Memo #4, Policy Evaluation & Recommendation

Task 4b: Consultant to draft an ordinance to amend parking Regulations

After the study sessions described above (Task 3b), the consultant and staff will meet to discuss the input received from stakeholders and possible public meetings, and determine the appropriate next steps. If applicable, the consultant will prepare a draft ordinance to amend the City’s parking regulations. This ordinance will be informed by data, the outcomes from the study sessions, and the direction at possible public meetings. An Administrative Review Draft Ordinance will be developed by the consultant for review and acceptance by staff. Subsequently, the consultant will develop a Public Review Draft Ordinance.

Deliverables: Administrative Review Draft Ordinance; Public Review Draft Ordinance

Task 4c (Optional): Environmental Assessment

Additionally, and based on the direction provided by Council, an optional task for the consultant will be the project's environmental assessment—determining if CEQA applies to the effort or if the project is exempt. If the project is determined to be statutorily or categorically exempt from further review under CEQA, the consultant will prepare the Notice of Exemption and assist in filing. If required, the consultant should also be ready to conduct additional environmental review, including, but not limited to a Negative Declaration. The consultant shall prepare a price proposal with a separate line item for the optional environmental assessment task (Task 4c).

Deliverables: Environmental Assessment and Determination

Task 5: City Council adoption + implementation (if directed to proceed)

The consultant and staff will present the Public Review Draft Ordinance changes to the Planning Commission and the City Council at public meetings for review and input. Based on the feedback received, the consultant and staff will return to the City Council for the first public hearing to introduce the Ordinance. The consultant shall also be available to answer questions at the City Council's second hearing where they formally adopt the Ordinance.

Proposal Content

While the City is interested in gaining a comprehensive and relevant understanding of the consultant through information gained by the points below, concise responses are encouraged. At a minimum, responses shall include the following information, organized as separate sections of the proposal. If submitting hard copies, proposal submittals of five (5) hard copies (max. 8½" x 11") and an electronic PDF copy are required (i.e., link, flash drive etc.). The proposal shall be limited to 15 pages, double-sided (for a total of 30 pages), excluding table of contents, cover letter, and biographies of staff proposed for the project.

In an effort to promote waste reduction and resource conservation, submittal shall not contain plastic bindings, plastic pages, or laminated pages. Double sided proposals are preferred; copies should be printed on recycled and/or FSC certified paper. Please avoid superfluous use of paper (such as separate title sheets, or chapter dividers and unnecessary attachments or documents not specifically requested).

- Cover Letter (1 page)
- Firm profile (experience). If subconsultants, identify them
- Statement of qualifications (expertise)
- Organization chart
- Team resumes (1) for the project manager and (6) for additional resumes
- Project approach
- Past projects and references (experience)
- Proposal certification
- Exceptions to template contract agreement
- Insurance acknowledgement
- Consultant rate sheet (budget)
- Conflict of Interest

Cover Transmittal Letter

A transmittal letter signed by a partner or officers of the firm authorized to solicit business and enter into contracts for the firm indicating your firm's interest to be considered for the RFP. The transmittal letter shall include the name and contact information of a primary contact person, if different from the authorizing official. The letter shall indicate whether there are any conflicts of interest that would limit the consultant's ability to provide the services requested in this RFP.

Title Page

A dated title page showing the RFP name; the name, mailing address, telephone number, and website URL of the consultant's firm; and the name, phone number, and email address of the appropriate contact person.

Consultant Qualifications and Experience

Provide a brief summary describing the consultant's qualifications and experience relevant to the scope described in this RFP.

Staff Qualifications and Experience

Provide a brief summary of the qualifications and experience of the project team with emphasis on the proposed Project Manager, Lead Staff, Technical Support Staff, and other key personnel that shall be dedicated to the project for the entire project duration. Provide a table/chart showing each team member, their assigned role for the Project, and their applicable skills and/or areas of expertise. The City, at its discretion, may allow substitutions in the consultant's staff in the event the employee(s) leaves the consultant or is otherwise unable to perform their duties.

Similar Projects

Provide a brief summary of at least two similar Parking Utilization Studies, a Parking and/or Transportation Study, or an ordinance change implemented or recently completed by the Project Manager and the lead staff. Examples should list at least one Parking Study, preferably from a Bay Area city. Project summaries must include details on the project client, services, schedule, budget, challenges, project status, and contact information of the client manager who may be contacted as a reference.

Work Sample

For at least one of the Similar Projects above, provide a hyperlink to the document as a Work Sample.

References from Similar Projects

Provide three references, along with contact information, attesting to the proposed Project Manager's previous experience in performing work substantially similar or related to the services being requested. References should be California cities or other similar public sector entities. At the discretion of the City, these references, or any other current or previous clients, may be contacted at any time during the RFP evaluation process.

Project Approach and Scope of Work

The proposal shall give an introduction and overview of the project's principal elements and challenges, demonstrate an understanding of the project's goals and objectives, and describe the approach to accomplish the required scope of services. It should include a detailed approach to the scope of work by breaking the project into specific tasks clearly associated with the scope of this

RFP. Consultants are first and foremost encouraged to present a work program in their proposal that most effectively meets the goals and objectives described in this RFP, and can include suggesting a different approach to the tasks, so long as it includes a brief explanation of why the different approach is being suggested.

Project Schedule

Staff anticipates the project timeline to be between twelve and eighteen months. The consultant shall provide a timeline of the project, by task, including milestones and the relationship to the public outreach process. The 2021 Commission and Council Meeting Calendar is included as an attachment to this RFP. The two relevant Commissions for this project include: the Transportation Commission, which meets regularly on the third Thursday of odd-numbered months (but may be available for specially scheduled meetings as needs warrant), and the Planning Commission, which meets regularly on the second and fourth Thursday of every month. The City Council meets regularly on the first and third Tuesdays of every month. Local stakeholders include: Walnut Creek Downtown, Development Services Forum, local developers, and Visit Walnut Creek.

Price Proposal

A cost proposal shall be submitted along with the proposal materials. The proposal shall include the level of service to be provided by each staff member, broken down by task, the corresponding hourly fees, and time allotted. Please note that some tasks are grouped for State grant reporting purposes in the table under the Budget section below.

General requirements for project deliverables:

- 5 hard copies, and two electronic copies, one in PDF format and one in the original editable format (i.e. Microsoft Word or Adobe Creative Cloud) on a file link, flash drive, or CD, of all final reports, environmental review, and plans. Only two hard copies of administrative drafts are required, in addition to the electronic copies.
- One electronic copy (file link, flash drive, or CD) of all spatial data, if any, developed for this project, including those in ESRI shape file format. All fields of information within the shape file describing its attributes will be defined. Data will be created in the State Plane Coordinate system. Note, all maps produced must be compatible for incorporation into the City's GIS system.
- Two hard copies (one mounted on hardboard backing) and one electronic copy (in PDF format) on a file link, flash drive, or CD, of all large format display graphics.

Proposal Deadline

Proposals are due by 5:00 p.m. on Friday, November 5, 2021. Proposals may be e-mailed, mailed, or delivered to:

Community Development Department
City of Walnut Creek—City Hall
1666 N. Main Street, Walnut Creek, CA 94596
Attn: Ozzy Arce, Associate Transportation Planner (arce@walnut-creek.org)

Late or faxed submittals will not be considered. Proposals will be in effect for 90 days.

RFP Schedule

The following RFP schedule is subject to change at the discretion of the City. The City will provide sufficient advance notice to consultants in the event of schedule changes.

| Milestone | Date |
|--|-----------------------|
| Request for Proposal Issued | 10/12/2021 |
| Final Date to Submit Questions about this RFP by 5:00 PM | 10/22/2021 |
| City Issues Responses to Written Questions | 10/29/2021 |
| Proposals Due by 5:00 PM | 11/05/2021 |
| Interviews (tentative) | 11/29/2021-12/10/2021 |
| Selection & Completion of Contract Negotiations | December 2021 |
| Successful Proposer Begins Work | January 2022 |

Selection Criteria

A selection team from the City will evaluate the submitted proposals and may contact persons involved in former or current projects done by the proposing consultant, including but not limited to reference contacts. Following evaluation of the written proposals, the top consultant teams will be invited for presentations and interviews (tentatively November 29th thru December 10th, 2021). At the conclusion of the interview, the most qualified candidate will be identified. A final consultant selection will be made in December 2021, and it is anticipated that the selected consultant begins work immediately following execution of the Consultant Services Agreement, approximately three to four weeks later, January 2022.

The City will evaluate the materials provided in response to the RFP based on the following criteria:

Organization

Does the consultant offer the quality of services required for the types of projects listed in the Scope of Services? Does the firm organizational structure show sufficient depth for its present workload? How would the project described in this RFP fit into the schedule?

Staff

Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Services? Do assigned personnel have requisite education, experience, and professional qualifications?

Experience

Has the consultant demonstrated the ability to provide successfully services for projects of similar complexity and nature as described herein?

Specific Management Approach

Has the consultant described its ability to achieve budget and project delivery goals for projects of similar complexity and nature as described in the Scope of Services? How will the firm apply its management techniques and resources?

Reputation

Are the consultant's references from past clients, associates, or any publicly available source favorable?

Familiarity with Locality

Does the consultant team demonstrate familiarity with the City of Walnut Creek and the project location? Does the consultant's proposal include a context-sensitive approach to the project outlined in the scope of Services?

Responsiveness, Quality, and Completeness of Proposal

Is the proposal complete, well organized, and clear? Does the consultant team effectively use graphics, photos, diagrams, and/or maps?

Approach to Public Outreach

Is the approach logical, provide sufficient detail, and clearly defined? Does the approach identify creative or innovative community engagement and outreach strategies?

Approach to Environmental Review

Does the proposal meet the RFP requirements, and is it sufficiently detailed and clearly defined?

Approach to Parking Demand Management

Does the proposal meet the RFP requirements? For a broad topic like parking, is the proposal's approach to identifying and focusing on relevant topics sufficiently detailed and clearly defined?

The City's ultimate acceptance of any proposal and its award of any contract will be based on a combination of the above-referenced evaluation criteria and a determination of the best overall value for the City.

Continues on next page...

Budget

There is a not-to-exceed budget of \$65,573 for consultant services associated with this project. The City seeks to achieve the full Scope of Services within the budgeted amount. Because it is a grant funded project, each task or grouped tasks shall not exceed the budgeted amount for that task or tasks shown on the table below. It is up to the consultant to determine how to use and break up the budgeted amount for that task group, yet the total shall not exceed the amount budgeted for that task group.

| Task | Budget for task(s) |
|--|---------------------------|
| Task 1: Research & Summarize Pertinent Available Data | \$7,820 |
| Task 2a*: Project kick-off; Site identification; Introduce study effort Task 2b: Conduct electronic survey; Analyze initial survey results; Confirm sites to be entered Task 2c: Conduct nighttime field count Task 2d: Analyze field count and e-survey data + residential parking requirement | \$37,306 |
| Task 3a: Stakeholder outreach & input Task 3b*: Study sessions | \$9,085 |
| Task 4a: Policy evaluation & recommendation Task 4b: Consultant to draft an ordinance to amend parking Regulations | \$4,479 |
| Task 5*: City Council adoption + implementation | \$6,883 |
| TOTAL | \$65,573 |
| Optional Task 4c: Environmental Assessment | |

*: Possible Commissions & City Council touchpoint

Payment

The consultant shall prepare and submit one invoice per month to the City for all the completed tasks/deliverables in a calendar month. The invoice shall include a narrative describing tasks and deliverables completed, and show costs and budget by Task. The payment shall be approved once the City approves of the task completion and/or deliverable. E-mail invoices to the Project Manager and reference the contract number.

Project Manager: Ozzy Arce, Associate Transportation Planner
arce@walnut-creek.org

Contract Information

City staff will negotiate a contract between the City and the successful consultant, specifying the overall budget, target dates for completion of specific tasks, frequency and amount of progress payments, public presentation obligations, and level of staff review of draft documents. Attached to this RFP is a copy of the City's Standard Consultant Services Agreement. Please review the contract and confirm your willingness to sign the Standard Consultant Services Agreement.

Addenda and Interpretation

The City shall not be responsible for, nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in writing or by email and send the request to:

Ozzy Arce, Associate Transportation Planner
Community Development Department
City of Walnut Creek—City Hall
1666 N. Main Street, Walnut Creek, CA 94596
Email: arce @walnut-creek.org

Such requests for clarification shall be sent to the City by 5 p.m. on Friday, October 22, 2021. Please note that due to COVID-19, City Hall is only accessible by appointment or by coming in to the first floor lobby of City Hall and checking-in. Email is currently the best way to reach City staff. Any City response for clarification will be made in the form of an addendum to this RFP and will be emailed to all parties to whom this RFP has been issued by 5 p.m. on Friday, October 29, 2021. All addenda shall become part of this RFP.

Indemnification and Insurance Requirements

The selected consultant, at consultant' sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all the insurance requirements outlined in the City's Standard Consultant Services Agreement (attached). All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Walnut Creek as to form and content. The selected consultant agrees to provide the City with a copy of said policies, certificates, and/or endorsements. The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement.

General Requirements

Collusion

By submitting a response to the RFP, each consultant represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the consultant has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the consultant has not in any manner colluded to secure any improper advantage over any other person submitting a response.

Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount, offer of employment, or other financial advantage in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount, offer of employment, or other financial advantage in connection with a City contract.

Required Review and Waiver of Objections by Vendor

Consultants should carefully review this RFP and all attachments, including but not limited to the Standard Master Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City.

Proposal Withdrawal

To withdraw a proposal, the consultant must submit a written request, signed by an authorized representative, to the RFP Contact Person. After withdrawing a previously submitted proposal, the consultant may submit another proposal at any time up to the deadline for submitting proposals.

Proposal Errors

Consultants are liable for all errors or omissions contained in their proposals. Consultants will not be allowed to alter proposal documents after the deadline for submitting a proposal.

Incorrect Proposal Information

If the City determines that a consultant has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or reasonably should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal may be rejected at the City’s sole discretion.

Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve consultant’s key staff. Consultant’s staff may be subject to the City’s background and drug testing processes at any time.

Proposal of Additional Services

If a consultant indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

Licensure

Before a contract pursuant to this RFP is signed, the consultant must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of Walnut Creek Business License. The City may require any or all consultants to submit evidence of proper licensure.

Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the consultant certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, gifts, or other compensation in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the vendor in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered

to have been given information that would afford an unfair advantage over other vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected consultant. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City may open negotiations with the next ranked consultant or reject all proposals and reissue the RFP.

Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable State laws and regulations. Consultants may not restrict the rights of the City or otherwise qualify their proposals. If a consultant does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected. The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any vendor to strict compliance with the RFP.

Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process shall become the property of the City, considered public records, and are subject to disclosure. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (California Government Code Section 6250 et. seq.). By submitting a proposal, the consultant acknowledges and accepts that the contents of the proposal and associated documents are public records and will become open to public inspection. If a consultant submits an entire proposal marked confidential, it will be considered non-responsive.

Each consultant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a consultant submits, is a trade secret. If a request is made for information marked “confidential,” the City will provide the consultant who submitted such information with reasonable notice to allow the consultant to independently seek protection from disclosure by a court of competent jurisdiction.

Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and consultants will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

Consultant Participation

The City reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second option. The City may also invite said consultant to participate in the Proposal Evaluation process.

Warranty

The selected consultant will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals if necessary for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the consultants
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another consultant in the event the originally selected consultant defaults or fails to execute an agreement with the City
- An agreement will not be binding or valid with the City unless and until it is approved by the City Council and/or executed by authorized representatives of the City and of the vendor.

Other Notes

This RFP does not commit or require the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the City to do so. Furthermore, a contract award may not be made based solely on price.

The City reserves the right to accept or reject any and all submitted Proposals, to waive minor irregularities, to request additional information from the responsive consultant at any stage of the evaluation, to not conduct oral interviews or presentations, and to choose the consultant which in its opinion best serves its interest. Submissions from consultant not chosen to perform the work will not be returned.

CEQA

Staff seeks the consultant's recommendation for the proper level of environmental assessment, review, and ultimately the determination. Staff is seeking as many CEQA exemptions as possible and anticipates that, at a minimum, the project will be CEQA Exempt under Section 15061(b)(3), the "common sense exemption," that states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As part of the optional environmental assessment task (Task 4c), the Consultant shall also determine if other CEQA exemptions apply to this project.

Project Management

Consultant shall identify tools and methods that will be used to keep the project moving on time and within budget. Consultant should anticipate meetings with the staff project team throughout the project, including regular conference calls and in-person meetings at key project milestones.

Attachments

- Attachment 1: Standard Consultant Services Agreement
- Attachment 2: 2021 Commission and Council Meeting Calendar

**City of Walnut Creek
CONSULTANT SERVICES AGREEMENT**

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is entered into on _____, 2017, between the City of Walnut Creek, a California municipal corporation (“City”), and _____ (“Consultant”).

RECITALS

- A. The City wishes to contract for professional consulting services.
- B. Consultant has the skill, experience, ability, background, certification and knowledge to provide the services. The City has reviewed and accepted Consultant’s qualifications.
- C. Consultant wishes to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms in this Agreement, the City and Consultant agree as follows:

AGREEMENT

- 1. **Services.** Consultant shall provide the professional services described in Exhibit A. The time of performance of the services under this Agreement is important to the City, and the time deadlines identified in Exhibit A shall be strictly construed.
- 2. **Compensation and Payment.**
 - a. **Compensation.** As full consideration for the performance of services under this Agreement, City agrees to pay Consultant, and Consultant agrees to accept from City, an amount not to exceed \$_____, including an accounting of time and materials expended for the entire project. Time and materials shall be billed at the rates set forth in Exhibit B.
 - b. **Payment.** Consultant shall bill City monthly for work completed, and City agrees to pay the invoice within 30 days of receipt.
 - c. **Additional Services.** Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the parties.
- 3. **Term; Termination.**
 - a. **Term.** This Agreement shall begin upon execution by both parties and remain in effect until terminated under subsection (b).
 - b. **Termination.** City may terminate this Agreement without cause at any time and for any reason upon 10 days written notice to the Consultant. Upon receipt of any notice of termination, and if requested to do so by the City, Consultant shall stop work at the stage directed by City and shall deliver all drawings, specifications and documentation developed as of that stage. Consultant shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

4. **Professional Efforts.** Consultant shall perform all services required in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession.

5. **Responsible Personnel.** Consultant represents that it is fully qualified to perform the services under this Agreement. Consultant represents and warrants to the City that Consultant has, and at all times during the performance of this Agreement shall, maintain all licenses, permits, qualifications, and approvals that are required for Consultant to practice Consultant's profession. Consultant shall assign only competent personnel to perform services under this Agreement. If the City, in its sole discretion, at any time, wishes the removal of any person(s) assigned by Consultant to perform services, Consultant shall remove any such person immediately upon receiving notice from the City.

6. **Facilities and Equipment.** Consultant shall, at its sole cost, expense, and liability; furnish all facilities and equipment that may be required for providing services under this Agreement.

7. **Independent Contractor.** Consultant, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant or its agents, employees or independent contractors are agents or employees of the City. Consultant is responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Consultant shall obtain no rights to retirement benefits or other benefits that accrue to City's employees, and Consultant hereby waives any claim it may have to those rights. Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City or to bind the City to any obligation.

8. **Interest of Consultant.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical areas likely to be covered by this Agreement, or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. Consultant further covenants and represents that, in the performance of its duties; no person having any such interest shall perform any services under this Agreement.

If Consultant is determined to be a "Consultant" or a "designated employee" within the meaning of the Political Reform Act, Consultant will comply with the requirements of that Act by submitting a Statement of Economic Interest Form 700. (2 Cal. Code of Regs. §18701(a)(2).)

9. **Accounting Records.** The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed, and shall make them available at the Consultant's office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.

10. **Ownership of Documents and Data.** All data, maps, photographs, and other material collected or prepared under this Agreement, and all documents of any type developed or obtained by Consultant in the performance of this Agreement, shall become the property of the City.

11. **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 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 in connection therein) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8. Except as otherwise authorized by Civ. Code § 2782.8, the cost to defend charged to any “design professional” shall not exceed the design professional’s proportionate percentage fault.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 12 relating to insurance.

12. **Insurance.** Consultant shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).
 - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
 - (3) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
 - (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.
- b. Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:
 - (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Worker’s Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
 - (4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Consultant maintains higher limits than the minimum required by this contract, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.
- c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce

or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the City.

(3) Errors and Omissions/Professional Liability Coverage. Consultant's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

13. **Miscellaneous Provisions.**

a. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid, and depositing it in the United States mail, addressed

to the party at the following address. Notice shall be deemed received three business days after mailing, or upon personal delivery.

CITY: City of Walnut Creek
Attn: _____
1666 North Main Street
Walnut Creek, California 94596

CONSULTANT: _____

b. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign, subcontract or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the City.

c. Business license. Consultant shall obtain a City business license before beginning work under this Agreement.

d. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement is voidable at the City's option if this provision is violated.

e. Governing Law; Venue. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Contra Costa, California.

f. Incorporation. The Preamble, the Recitals, Exhibits and all defined terms set forth in both are incorporated into this Agreement by this reference. If there is a conflict between the body of this Agreement and an exhibit prepared by Consultant, the body of the Agreement shall control.

g. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

h. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.

i. Entire Agreement; Amendments. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

j. Non-waiver. A party's waiver of any term shall not be deemed a continuing waiver or a waiver of any other term.

k. Counterparts. This Agreement may be executed in counterparts.

14. **Signatures.**

| CITY OF WALNUT CREEK | CONSULTANT |
|----------------------------|-------------------------------|
| By: _____ City Manager | By: _____ |
| Approved as to Form: | Its: _____ |
| By: _____ City Attorney | City business license # _____ |

Exhibits:

- A Scope of Services (Agreement Section 1.)
- B Rates for time and materials (Agreement Section 2.a.)

Exhibit A
Scope of Services

See Request for Proposals

Exhibit B
Rates for Time and Materials

[to be completed by staff]

2021 Commission and Council Calendar

DRC Design Review Commission
PC Planning Commission
ZA Zoning Administrator

CC City Council
TC Transportation Commission
A Arts Commission

P PROS
H Holiday

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