

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and 4 Creeks, Inc. (Service Provider).

RECITALS

WHEREAS, City desires to obtain California Environmental Quality Act (CEQA) professional services for Planning and Development on call CEQA projects (Project); and

WHEREAS, the City has established a pre-qualified list of consultants (Service Provider) for development project applicants (Developer) to choose from; and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a CEQA environmental professional consultant and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider shall not be compensated by the City, instead the Developer for the Project shall be solely responsible for compensation by the Project's developer; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for City by its Planning Development Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through October 30, 2028, with the option of two additional one-year extensions, subject to any earlier termination in accordance with this Agreement. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not

exceed \$2,000,000 paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services and are not for appropriations.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expenses.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of : (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.
7. Indemnification. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If Service Provider should subcontract all or any portion of the work to be performed under this Agreement, Service Provider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.
 - (a) Throughout the life of this Agreement, the Service Provider shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the

minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

- (b) If at any time during the life of the Agreement or any extension, the Service Provider or any of its subcontractors/sub-Service Providers fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service Provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Service Provider shall not be deemed to release or diminish the liability of the Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of the Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service

Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify City of these facts in writing.

- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
 - (d) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (e) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (f) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (g) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:

- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:

- (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
16. Assignment.
 - (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be

resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Kristi Costa Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: David Densley
Projects Administrator
2600 Fresno Street, 3rd Floor
Fresno, CA 93721
Phone: (559) 621-8473
E-mail: David.Densley@fresno.gov

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D – Standards of Performance

4 Creeks, Inc.

Signed by: _____
By: _____ 10/3/2025
7B4C5270B4B34C3...

Name: Randy Wasnick, PLS

Title: Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:

SERVICE PROVIDER:

4 Creeks, Inc.
Attention: Ashleigh Cervantes
Marketing Coordinator
324 S. Santa Fe Street
Visalia, CA, 93292
Phone: 559-471-0700
E-mail: ashleigh@4-creeks.com

EXHIBIT A

SCOPE OF SERVICES

**Service Agreement between City of Fresno
and 4 Creeks, Inc.**

ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

See attached.

Schedule of Fees:

See attached.

EXHIBIT B

INSURANCE REQUIREMENTS **Service Agreement between City of Fresno (City)** **and 4 Creeks, Inc. (Service Provider)** **ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

MINIMUM LIMITS OF INSURANCE

The Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS’ COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent, of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

7. The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

CLAIMS-MADE POLICIES

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

the Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are

to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Consultant, and City, prior to commencement of any work by the subcontractor.

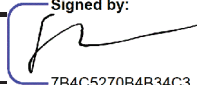
EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: N/A

N/A

Additional page(s) attached.

Signed by: 
 7B4C5270B4B34C3...
 Signature

10/3/2025
 Date

Randy Wasnick, PLS
 Name

4Creeks Inc.
 Company

324 South Santa Fe, Suite A
 Address

Visalia, Ca 93292
 City, State, Zip

EXHIBIT D

Service Agreement between City of Fresno and 4 Creeks, Inc. ON-CALL CEQA SERVICES - STANDARDS OF PERFORMANCE

This exhibit outlines the general expectations for participation in the On-Call CEQA list for the Planning and Development Department.

City Direction and Consultation

All work performed will be done under the general direction of the City's Planning and Development Department, including Assistant Directors, Planning Managers, and other assigned staff. The Consultant shall not alter any project documents, including reports and environmental studies, without written approval from the City. Any necessary changes will be communicated through official channels (e.g., email).

Subcontractor Management

If subcontractors are required, City staff must be notified and approve in writing. The Developer is not authorized to contract directly with any subcontractors under this agreement. Furthermore, any subcontractors engaged by your firm must adhere to the confidentiality and ownership requirements outlined within this agreement.

Communication Protocol

The City retains final authority over the scope of work and environmental documentation, as advised by the City Attorney's Office. Consultants may communicate directly with the project sponsor as necessary strictly for the purpose of contract negotiation and management. Through the Department's CEQA coordinator, consultants may communicate with the project sponsor for the purpose of preparing the project description/draft Scope of Work and formulating mitigation measures and alternatives. Communication regarding project details or public presentations will include the CEQA coordinator.

Confidential Information and Ownership

All materials, documents, and data generated under this agreement are considered confidential and remain the property of the City. Consultants may not share these materials with third parties without prior written consent from the City. This includes all proprietary information, including materials and communications disclosed or submitted during the course of work. Consultants must provide all deliverables to the Department only, and only the Department can distribute copies of the work product to a project sponsor.

Standards of Performance

The City reserves the right to take appropriate action in cases of non-performance. Failure to meet the standards of performance may warrant your firm's removal from the On-Call list. Examples of non-performance include, but are not limited to:

1. Consistency and Accuracy of Project Descriptions- Documents must have a consistent project description across all sections, technical reports, and/or studies.
2. Determination of Appropriate Level of CEQA Documentation- City of Fresno planning staff shall determine the appropriate CEQA clearance document for all projects. This includes a determination of whether an action is discretionary/subject to CEQA, review of project's applicability for exemption, and/or preparation of an Initial Study or EIR.
3. Substantive Errors and Incomplete Analysis- Documents containing substantive errors, incomprehensible, or conclusory analyses, or those below City standards are unacceptable.
4. Missing Technical Reports or Studies- Sections submitted without the required technical reports/studies will not be accepted.
5. Report Organization- The information within the environmental documents, including Environmental Impact Reports, shall be submitted in a logical and orderly manner. The information must be presented in a commonly accepted format that is readily understood by both the public and public agencies.
6. Failure to Address Staff Comments in Resubmissions- When resubmitting documents, consultants must respond fully to all staff and City Attorney Office comments.
7. Failure to Meet Agreed Timelines, Activities, or Deliverables- Exceeding or deviating from the agreed-upon activities, timelines, or deliverables outlined in the project's scope of work without prior approval is unacceptable.
8. Legal Defensibility of Environmental Documents- Environmental documents must be legally defensible, as determined by the City Attorney's Office. Failure to produce legally sound documents may result in removal from the on-call list.
9. Inadequate Analysis- Reports should not simply cut and paste content from technical reports without providing meaningful analysis, interpretation, and logical flow.
10. Failure to Coordinate with Relevant Agencies- Consultants must follow up with and coordinate with City staff and relevant public agencies when clarification is needed for environmental reviews.
11. Inadequate Consistency Analysis- A response to a consistency analysis must include comprehensive discussions, providing a clear rationale for why a project would or would not conflict with policies. Simply restating the project description is insufficient.

12. Insufficient Detail on Regulatory Compliance- Documents should not merely restate regulatory measures without adding meaningful clarification or details regarding regulatory compliance.
13. Objectivity in Consultant Prepared Materials- Consultants shall remain neutral and provide only objective, unbiased materials and services to the Department.
14. Failure to Follow State CEQA Guidelines- Failure to comply with State CEQA Guidelines and State CEQA clearinghouse requirements for the requested service will be considered a violation of performance standards.
15. Timely Communication- Consultants shall respond to requests from the City within ten (10) business days. Failure to respond within (10) business days may lead to removal from the On-Call list. Similarly, the City will respond to inquiries and provide reviews within ten (10) business days, unless otherwise communicated.

Friday, November 29, 2024 3PM



City of Fresno

On-Call Environmental Services Pursuant to CEQA



Prepared For:
Nadia Salinas, Project Manager
City of Fresno
Planning and Development Department
2600 Fresno Street 3rd Floor
Fresno, CA 93721

4Creeks, Inc.
324 S. Santa Fe Street
Visalia, CA 93292
(559) 802-3052

1. COVER LETTER

Friday, November 29, 2024 3PM

Nadia Salinas, Project Manager
nadia.salinas@fresno.gov
City of Fresno
Planning and Development Department
2600 Fresno Street 3rd Floor
Fresno, CA 93721



RFQ #12501022

City of Fresno | On-Call Environmental Services Pursuant to CEQA

Dear Ms. Salinas,

4Creeks is honored to submit our proposal to provide On-Call Environmental Services Pursuant to CEQA for the City of Fresno. Our team has been working with the City of Fresno over the past eight years through various third party agreements and look forward to continued partnership on assisting the City where project needs arise. We understand the critical nature of these services and are keenly aware of the City's expectations for innovative, quality-driven solutions. At 4Creeks, we prioritize outcome-focused planning and quality execution, ensuring each project aligns with the City's vision while adhering to established timelines and budgets.

Mr. David Duda, AICP, Principal Director of Planning Services at 4Creeks, will serve as the project manager for the on-call contract and will be the City's direct point of contact. Mr. Duda provides technical direction and overall project management for all planning services within the company. Mr. Duda has developed a multi-disciplinary approach to completing projects, and utilizes expertise in various service areas to provide the best solutions for each project's unique requirements. We believe that Mr. Duda's extensive private and public agency planning experience and local area relationships make him an ideal candidate to manage the broad spectrum of environmental services that the contract entails. Mr. Brad Perrine will work alongside Mr. Duda to provide quality and efficient project delivery. Mr. Perrine will provide technical expertise and assist in leading the environmental team to complete projects as they are requested by the City.

4Creeks boasts a multidisciplinary team adept in environmental services. Our staff brings years of experience in environmental compliance, ensuring that all projects we undertake meet the City's standards and regulatory requirements. Our team's commitment to public works projects has fostered a deep understanding of municipal needs, particularly in environmental stewardship. Recognizing the dynamic nature of environmental services, we have proactively expanded our team to bolster our capacity for on-call contracts. This strategic growth ensures our readiness to address the City's environmental challenges promptly and effectively.

We are excited about the possibility of contributing to the City of Fresno's environmental initiatives and are prepared to provide the comprehensive services outlined in the RFQ. Your consideration of our proposal is greatly appreciated, and we look forward to the opportunity to collaborate in achieving the City's environmental objectives. Thank you for considering 4Creeks as your partner in this endeavor. We are eager to bring our expertise to the table and contribute meaningfully to the City's sustainable future.

Sincerely,

David Duda, AICP
Principal Planner/Planning Director

Brad Perrine
Senior Environmental Planner



4CREEKS

Clovis Office:

1275 N. Willow Avenue
Clovis, CA 93619

Phone: (559) 802-3052

Fax: (559) 802-3215

Email: info@4-creeks.com

Website: 4-creeks.com

Point of Contact:

David Duda, AICP
davidduda@4-creeks.com

Business Type:

S-Corporation

Tax ID:

4 Creeks, Inc.: 26-2565232

**Department of Industrial
Relations Registration No.:**

1000012032

Sureties:

4 Creeks, Inc. carries standard insurance policies for an engineering and surveying firm that meet the requirements for this proposal.

Principals:

Matthew Ainley, PE #66233
David Duda, AICP #29216

2. FIRM/TEAM OVERVIEW

4Creeks, Inc. is dedicated to providing progressive urban and environmental planning, civil engineering, architecture, land surveying, and construction management and inspection services with logical solutions and designs. Our team has extensive service in environmental planning for various jurisdictions within Central California. Many of our principals and staff were raised and educated in the Central Valley and have significant work experience with local municipalities as well as federal and state agencies. Our multiple disciplines within the company allow the planning team to gather all levels of review efficiently and with a high level of knowledge for our clients. These specialties are a great resource to have and collaborate on for all projects. We provide start-to-finish assistance for your land use planning and entitlements, environmental planning, agency contract planning, as well as policy planning. We currently have a staff of over 210 full-time and part-time employees working in Clovis, Visalia, Hanford, Tulare, Visalia, San Luis Obispo, and Denver. Our experience and services include:

- Environmental Design and Compliance
- CEQA/NEPA Compliance
- Municipal Engineering and Planning
- Coordination with Various Subconsultants
- Water Resources
- Project Management
- Street Rehabilitation
- Roundabout Design
- Land Surveying
- Land Use Planning/Long Range Planning
- Parks and Recreation Engineering
- Residential, Commercial, Industrial Design and Planning
- Educational Institution Design

We build our reputation one project at a time with consistent, high-quality products, and time-sensitive delivery. Our goal on every project is open communication, honesty, and integrity.

Economical design considerations, environmental stewardship, and resource efficiencies are tenets of every project we undertake. We pride ourselves on pioneering innovative solutions for our clients that enhance the value of their projects, keep their costs in check, and deliver lasting results.





RELATED SERVICES

Environmental Planning (CEQA and NEPA Compliance)

4Creeks offers a comprehensive suite of environmental project services, covering the entire spectrum from environmental exemptions/exclusions to environmental impact reports and environmental impact statements. Our approach includes navigating environmental constraints, conducting due diligence studies, and undertaking a variety of technical analyses. For specific areas such as noise, traffic, hazardous materials, biological resources, and cultural resources, we collaborate closely with skilled local subconsultants to ensure a thorough and expert evaluation. Our expertise extends to developing strategies for regulatory and local agency entitlements, and creating project-specific environmental documents. Experienced in compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Clean Water Act, and Clean Air Act, our team adeptly navigates a wide range of environmental regulations at the local, state, and federal levels.

Air Quality and Water Analysis

Our firm offers an array of air quality and water quality services designed to ensure environmental compliance and promote sustainable practices. We specialize in developing Integrated Regional Water Management Plans (IRWMP) and Groundwater Sustainability Plans (GSP), essential for effective water resource management. Our expertise extends to creating Stormwater Pollution Prevention Plans (SWPPP) and securing crucial permits from the U.S. Army Corps of Engineers. We proficiently handle National Pollutant Discharge Elimination, Air Quality and Greenhouse Gas Assessments, and Air District Permitting, ensuring adherence to environmental regulations.

Public Works

4Creeks offers a comprehensive range of public works services, specializing in the planning, design, and implementation of critical infrastructure projects. Our expertise encompasses roadway design and reconstruction, efficient utility coordination, and the development of underground wet utility systems. We excel in creating new streets and roundabouts, adeptly handling street rehabilitation challenges, and ensuring ADA compliance in public pathways. With a focus on sustainability and community impact, our services are tailored to meet the dynamic needs of urban development while fostering strong relationships with local agencies and stakeholders.

Contract City Planning

4Creeks provides on-call contract planning services to various California jurisdictions. 4Creeks utilizes private sector land development experience to communicate effectively with land developers, citizens, and business owners regarding the goals, objectives, and policies of a City. 4Creeks is focused on working closely with existing City staff, listening to citizen concerns, and providing innovative solutions to proposed projects. 4Creeks' take-action approach is focused on developing positive working relationships within the agency and community, and creating timely and cost effective solutions to critical project issues. 4Creeks multi-disciplined capability covers the professional services needed to deliver full review and analysis of projects and offer innovative solutions with entitlement requests.

Environmental and Policy Planning

4Creeks provides innovative and practical solutions in environmental and long range planning documents for jurisdictions to make implementation more efficient and cost effective. Our job is not to come in and tell your community what needs to be done, but to come to your community, listen, ask questions, evaluate existing conditions, verify what we've heard, conceptualize solutions, and then apply our experience to help carry out projects with the required CEQA/NEPA compliance along with the community projects.

Public Outreach and Marketing

- Community Engagement
- Community Outreach Events
- Community Surveys
- Printed Marketing Materials
- Digital Marketing Materials
- Photography and Video Production

Technical Mapping, GIS, and Cartography

- Project and Regional Resource Mapping Services
- Geographic Information Systems – Spatial Analysis
- Terrestrial Lidar and Bathymetry Acquisition and Analysis
- Renewable Energy Services Input Analysis
- Image Processing and Land Cover Analysis Computer-Based Cartography

Roadway Design Environmental Compliance

- Utility Coordination and Design
- New Street and Roundabout Design
- Traffic Signal Design
- Pedestrian and Bicycle Facilities
- Street Rehabilitation
- ADA Compliant Design
- Signing and Pavement Delineation
- Temporary Traffic Controls

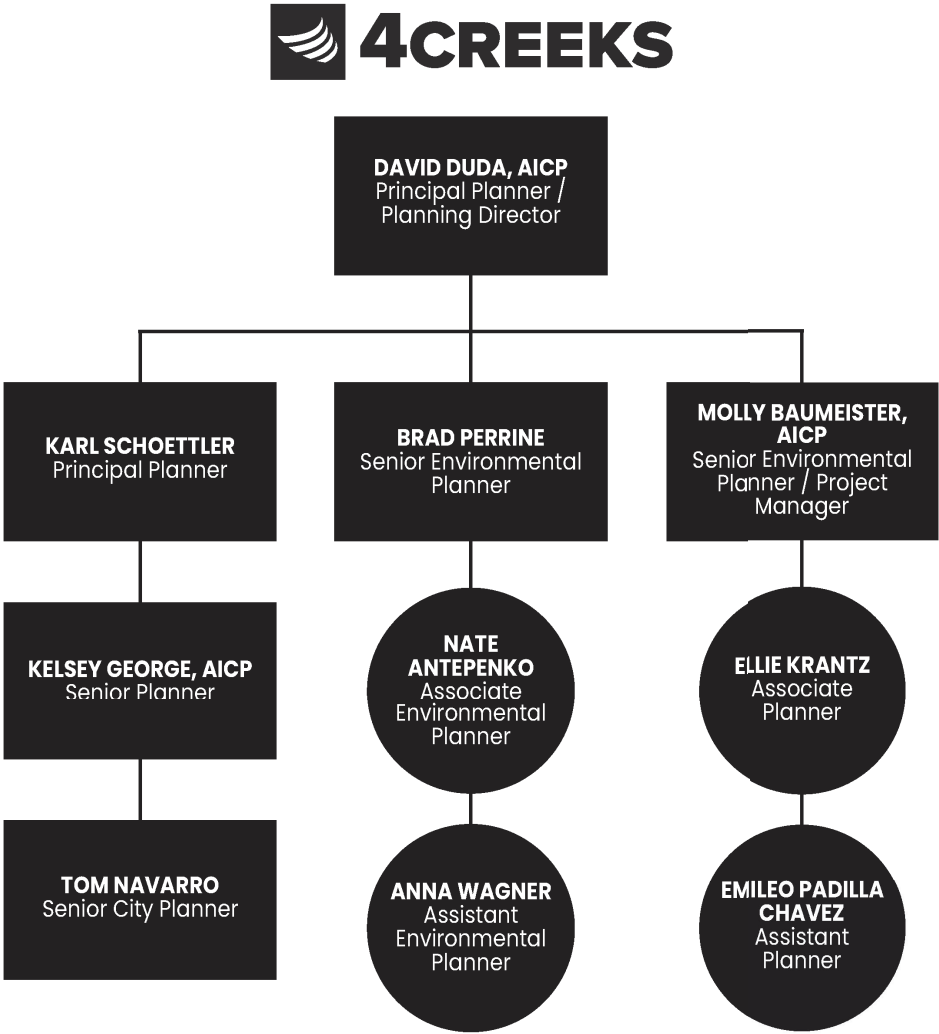
Environmental Planning Services

- Scoping and Preparing CEQA Compliance Documentation
 - Categorical Exemptions, Initial Studies, Negative and Mitigated Negative Declarations, Environmental Impact Reports, Response to Comments, Mitigation Monitoring and Reporting Programs, Statement of Overriding Considerations, Addenda, Findings
- Scoping and Preparing NEPA Compliance Documentation
 - Categorical Exclusions, Environmental Assessments, Finding of No Significant Impact, Environmental Impact Statement, Findings
- Environmental Technical Studies
- Scoping Meetings and Presenting at Public Hearings
- Public Notices, Tribal Notifications, and Filing
- Peer Review

MUNICIPAL SERVICES: A MULTI-DISCIPLINARY APPROACH

4Creeks understands the importance of delivering value and quality on projects that directly impact, and are for the good of, the communities we live in. We recognize that a variety of interests and needs impact every public works project. Our focus is on building positive working relationships with the City and community in order to provide innovative, timely, and cost-effective solutions. 4Creeks has developed a strong history of successfully completed projects using both state and federal funds. Our capabilities include city planning, environmental review, civil engineering, transportation planning and engineering, structural engineering, surveying, utility design and coordination, and construction management and inspection. We have the capacity and experience to tackle your projects and have strong relationships with subconsultants that bolster our resources when a project demands it.

ORGANIZATIONAL CHART



Subconsultants



STAFF QUALIFICATIONS AND EXPERIENCE

David Duda, AICP

Principal Planner/Director of Planning Services

Mr. David Duda has over 19 years of experience in managing planning services within California. David excels at client satisfaction by providing constant communication during every project and staying within a project's scope of work and budget. Mr. Duda has provided design, environmental compliance, and management for development projects from the private and public side for industrial, commercial, agricultural, public facilities, roadways, and residential projects ranging from less than an acre to 640 acres in size. Mr. Duda's experience and management includes expertise in city planning, environmental, land use planning, entitlements processing, conceptual design, and geographic information systems.



Brad Perrine

Senior Environmental Planner

Mr. Perrine is a CEQA practitioner with over 17 years of experience writing CEQA analyses including seven years of managing projects. He's prepared analyses and managed the environmental review and documentation of various projects and has extensive knowledge in preparing environmental analyses and reports ranging from exemptions to robust EIRs. His experience includes projects in rural, suburban, and urban environments and projects spanning residential, commercial, mixed-use, and light industrial warehousing, as well as roadway and utility infrastructure projects. His experience includes Greater Los Angeles and Central Valley.



Molly Baumeister, AICP

Planner/Project Manager

Ms. Baumeister is an experienced CEQA practitioner with nine years of expertise in preparing environmental documentation for diverse projects throughout California's Central Valley. Her work includes CEQA analysis for residential, industrial, commercial, and public projects, demonstrating a comprehensive understanding of environmental compliance requirements. Molly specializes in air quality, greenhouse gas emissions, and energy demand modeling, providing thorough and accurate assessments to support project approvals.



Nate Antepenکو

Associate Environmental Planner

Mr. Antepenکو provides support for all CEQA/NEPA compliance documents. Most recently, he has worked with the team on various public works environmental documents. He will assist Mr. Duda and Mr. Perrine as needed with the preparation of environmental documents needed for the City.



Anna Wagner

Assistant Environmental Planner

Ms. Wagner provides a valuable skillset from her recent Environmental Management and Protection degree from Cal Poly, San Luis Obispo. Her expertise helps shape sustainable design alternatives and contribute insights from an environmental standpoint. She collaborates under the guidance of Mr. Duda and Mr. Perrine and actively participates in the drafting of project documents.



SUBCONSULTANT TEAM

4Creeks has experience working with a team of subconsultants in the Central Valley to provide exceptional and efficient service to our clients. Below is a list of local subconsultants we've frequently worked with over the years.

Colibri Ecological Consulting, LLC | Biological Resources

9493 N. Fort Washington Road #108, Fresno, CA 93730
(559) 500-4458

Core Environmental Consulting | Health Risk Assessments

Clovis, CA 93612
(559) 202-3941

Krazan & Associates | Hazards Testing and Environmental Site Assessments

215 W. Dakota Avenue, Clovis, CA 93612
(559) 348-2200

Live Oak Associates, Inc. | Biological Resources

39930 Sierra Way #B, Oakhurst, CA 93644
(559) 642-4880

Ruettgers & Schuler Civil Engineers | Transportation

1800 30th Street Suite 260, Bakersfield, CA 93301
(661) 327-1969

Soar Environmental Consulting, Inc. | Biological and Cultural Resources

1322 E. Shaw Avenue Suite 400, Fresno, CA 93710
(559) 547-8884

VRPA Technologies, Inc. | Transportation

4630 W. Jennifer Avenue Suite 105, Fresno, CA 93722
(559) 259-9257

WJV Acoustics | Noise

113 N. Church Street Suite 203, Visalia, CA 93291
(559) 627-4923

3. REFERENCES

4Creeks is committed to developing longstanding relationships with our clients. We understand this comes through trust and results, built one project at a time. Below is a list of clients who have come to trust us with their engineering service needs.

David Duda, AICP

Paul Bernal | City of Visalia | (559) 713-4359 | paul.bernal@visalia.city

Chuck Kinney | Kings County | (559) 852-2679 | chuck.kinney@co.kings.ca.us

Mario Anaya | City of Tulare | (559) 684-4223 | manaya@tulare.ca.gov

Services Provided: Project Management, Client Services, QA/QC

Brad Perrine

Mario Anaya | City of Tulare | (559) 684-4223 | manaya@tulare.ca.gov

Rina Leung | City of Fontana | (909) 350-6566 | rleung@fontanaca.gov

Damon Mamalak | Armbruster Goldsmith & Delvac, LLP | (310) 254-9026 | damon@agd-landuse.com

Services Provided: Project Management, CEQA/NEPA Scoping and Analysis, Meetings and Public Hearings, QA/QC

Molly Baumeister, AICP

Cristobal Carrillo | City of Visalia | (559) 713-4443 | cristobal.carrillo@visalia.city

Victor Hernandez | Kings County | (559) 852-2685 | victor.hernandez@co.kings.ca.us

Steven Sopp | City of Tulare | (559) 684-4216 | ssopp@tulare.ca.gov

Services Provided: Air Quality/Greenhouse Gas Emissions/Energy Study, CEQA/NEPA Analysis, Land Use Entitlements



Agency Contact

Daniel James
City of Dinuba
(559) 244-3123
DJJames@dinuba.ca.gov

4Creeks Project Team

David Duda, AICP
Molly Baumeister, AICP

Kamm Avenue + Alta Avenue Roundabout | Dinuba, CA

4Creeks spearheaded the environmental compliance efforts for a roundabout project in the City of Dinuba. The Kamm Avenue and Alta Avenue Roundabout aimed at enhancing safety, reducing congestion, and improving air quality in line with the Congestion Mitigation and Air Quality Improvement (CMAQ) program. 4Creeks prepared an Initial Study and a Mitigated Negative Declaration, ensuring compliance with the California Environmental Quality Act (CEQA). The team prepared a Project Evaluation Summary (PES) to meet the requirements of Caltrans' National Environmental Policy Act (NEPA) for the CMAQ program. Our approach involved a meticulous examination of the project's direct, indirect, and cumulative impacts.



Agency Contact

Diego Corvera
City of Visalia
(559) 713-4209
diego.corvera@visalia.city

4Creeks Project Team

Kyle McDonald, PE, QSD, MBA
David Duda, AICP
Molly Baumeister, AICP

Riggin Avenue Widening | Visalia, CA

4Creeks managed environmental compliance for an EDA-funded road widening project in the City of Visalia. The project transformed an existing two-lane roadway into a four-lane arterial street. 4Creeks produced detailed technical reports, including a Cultural Resources Assessment, Biological Resources Evaluation, and VMT Analysis to support the environmental document findings. Our team prepared a CEQA Initial Study, which led to a Mitigated Negative Declaration, and developed an Environmental Narrative meeting NEPA requirements for the EDA grant. The team navigated the Air District Permitting process and conducted thorough analyses of the project's direct, indirect, and cumulative impacts, and identified mitigation measures to minimize the environmental impact of the project's implementation.



Agency Contact

Eric Gibbons
Wathen Castanos Homes
(559) 432-8181 ext. 162
ericg@wcpdev.com

4Creeks Project Team

David Duda, AICP
Molly Baumeister, AICP

Initial Study/Mitigated Negative Declaration (IS/MND) Westerra Subdivision | Clovis, CA

4Creeks prepared an Initial Study and Mitigated Negative Declaration for a housing development project in the City of Fresno. The project consists of 318 single-family residential lots on a 48.63 net acre portion of the property. 4Creeks conducted a survey of the project site and identified mitigation measures to prevent impacts to biological resources. Mitigation measures for biological resources included avoidance, preconstruction surveys, and revegetation of disturbed areas. 4Creeks worked with local traffic engineers to create mitigation measures for additional streets created for the housing development. 4Creeks also conducted a Cultural Resources Records research. The records search identified one cultural resource within the project area and one existing offsite. 4Creeks proposed four cultural resources mitigation measures, including a preconstruction survey and cultural sensitivity training for construction workers.

4. WORK SAMPLES



Lead Agency

City of Fresno
2600 Fresno Street
Fresno, CA 93721

Agency Contact

Aldi Ramirez
(559) 621-2957
aldi.ramirez@fresno.gov

Date of Contract

May 2020

Date of Completion

Amendment in Progress

4Creeks Project Manager

David Duda, AICP
(559) 802-3052
david.duda@4-creeks.com

Milburn Avenue + Dakota Avenue Community Park Fresno, CA

4Creeks undertook the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) for the Milburn Avenue and Dakota Avenue Community Park project to comply with the California Environmental Quality Act (CEQA) guidelines. The IS/MND addressed the environmental impacts associated with the development of a 4.5-acre neighborhood park, featuring amenities such as a multi-use field, playgrounds, water play area, picnic shelters, dog park, multi-use courts, and exercise areas.

As part of this process, 4Creeks conducted a comprehensive environmental analysis, including assessments of air quality, biological resources, noise, traffic, and cultural resources. Potential impacts were evaluated, and mitigation measures were proposed to reduce significant effects to less-than-significant levels.

Subsequently, 4Creeks prepared an Addendum to the IS/MND to address modifications to the project description, which included improvements to North Milburn Avenue and West Dakota Avenue. The addendum ensured that these changes remained consistent with CEQA requirements and did not result in new or significantly greater environmental impacts than previously identified. This meticulous approach ensured regulatory compliance and provided the City of Fresno with the necessary documentation to proceed with the project confidently.



Lead Agency
City of Fresno
2600 Fresno Street
Fresno, CA 93721

Agency Contact
Kristina Chamberlein
Phillip Siegrist
(559) 621-2953
phillip.siegrist@fresno.gov

Date of Contract
August 2019

Date of Completion
Amendment in Progress

4Creeks Project Manager
David Duda, AICP
(559) 802-3052
david.duda@4-creeks.com

Quigley Community Park Reconstruction

Fresno, CA

4Creeks collaborated with the City of Fresno to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the Quigley Community Park reconstruction project. This initiative aimed to upgrade existing facilities and introduce new recreational amenities. The proposed improvements included constructing a new community center, sports courts, playgrounds, walking paths, and enhanced parking and pedestrian features, alongside the removal and relocation of certain mature trees.

To evaluate the project's potential environmental impacts, 4Creeks conducted extensive technical studies, including air quality modeling, biological assessments, and a cultural resource evaluation. The biological study involved a comprehensive survey of the site to identify potential impacts on native species and habitats, including nesting birds. Cultural assessments, supported by archival research and field investigations, examined historical and archaeological significance within the project area. The team also assessed potential effects on air quality, noise levels, hydrology, and public services, integrating methodologies consistent with CEQA standards.

The IS/MND identified several resource areas requiring mitigation to reduce potential impacts to less-than-significant levels. Biological concerns were addressed through seasonal work restrictions and pre-construction surveys. Cultural resource measures ensured the preservation of any archaeological findings discovered during construction. Air quality and noise impacts were mitigated through adherence to local standards and best management practices.

The IS/MND concluded that, with the implementation of recommended mitigation measures, the project would not result in significant environmental impacts.



Lead Agency

City of Fresno
2600 Fresno Street
Fresno, CA 93721

Agency Contact

Kristina Chamberlein
Phillip Siegrist
(559) 621-2953
phillip.siegrist@fresno.gov

Date of Contract

December 2020

Date of Completion

March 2021

4Creeks Project Manager

David Duda, AICP
(559) 802-3052
david.duda@4-creeks.com

Radio Neighborhood Park

Fresno, CA

4Creeks prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Radio Park reconstruction project in Fresno, CA. This project aimed to enhance an existing urban park by replacing outdated facilities with modern amenities. Key improvements included shaded playgrounds, splash park, art walk, shaded picnic area, and an event plaza adjacent to the Fresno Art Museum. The project also proposed upgraded fencing, new restroom facilities, extended parking, and enhanced landscaping.

As part of the IS/MND, 4Creeks conducted thorough technical analyses to evaluate the environmental impacts of the proposed project. These studies included assessments of air quality, greenhouse gas emissions, biological resources, cultural resources, hydrology, and water quality. Additionally, site-specific evaluations, such as a biological assessment and cultural records search, were performed to identify sensitive resources and ensure compliance with state and federal regulations.

The IS/MND concluded that while the project could result in potentially significant impacts in areas such as biological and cultural resources, these impacts would be mitigated to less-than-significant levels through specific measures. Other resource areas, such as air quality and greenhouse gas emissions, were found to have impacts below established thresholds.

The IS/MND determined that with the incorporation of recommended mitigation measures, the Radio Park project would not result in significant environmental impacts. This conclusion supported the adoption of a Mitigated Negative Declaration, enabling the City of Fresno to move forward with the project under CEQA compliance.



Lead Agency

City of Fresno
2600 Fresno Street
Fresno, CA 93721

Agency Contact

McKenzie Perez
(559) 621-8066

Date of Contract

December 2021

Date of Completion

October 2022

4Creeks Project Manager

David Duda, AICP
(559) 802-3052
david.duda@4-creeks.com

Ajit Gill Apartments

Fresno, CA

4Creeks prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Ajit Gill Apartments project to fulfill the requirements of the California Environmental Quality Act (CEQA). The project proposed the development of 12 two-story apartment buildings and a community building on a 4.77-acre site located at the northeast corner of North Barcus Avenue and West Donner Avenue.

4Creeks conducted a series of technical studies and assessments, including an air quality analysis using CalEEMod to estimate emissions from construction and operation, a biological resources assessment to identify any sensitive habitats or species on-site, a cultural resources evaluation that incorporated a records search and site inspection, and a noise study to assess potential impacts on nearby sensitive receptors. Additional analyses addressed traffic, utilities, hydrology, and geology to ensure compliance with local, state, and federal regulations.

The IS/MND identified potential environmental impacts across several resource areas, including air quality, biological resources, and cultural resources. Mitigation measures were developed to address these impacts, such as preconstruction biological surveys to avoid impacts on special-status species, dust control measures during construction to limit air quality impacts, and protocols for the discovery of cultural artifacts. These measures were incorporated into the project to reduce all identified impacts to less-than-significant levels.

The IS/MND concluded that, with the implementation of the recommended mitigation measures, the project would not result in significant environmental impacts. This finding enabled the City of Fresno to proceed with the project in compliance with CEQA.



Lead Agency

City of Fresno
2600 Fresno Street
Fresno, CA 93721

Agency Contact

Coordinated Through
Developer – Jon Frame

Date of Contract

July 2023

Date of Completion

June 2024

4Creeks Project Manager

David Duda, AICP
(559) 802-3052
david.duda@4-creeks.com

Majestic Palms Apartments

Fresno, CA

The Majestic Palms Apartments project is a 114-unit multi-family residential development located on 7.22 acres in the City of Fresno, CA. Designed to address the City's housing needs, the project includes a mix of one-, two-, and three-bedroom units, complemented by a 3,512-square-foot community building and approximately 40,900 square feet of open space.

The CEQA analysis incorporated technical studies in key areas such as air quality, biological resources, cultural resources, greenhouse gas emissions, hydrology, and traffic. Air quality impacts were assessed using CalEEMod modeling, while biological resources were evaluated through habitat assessments and records of special-status species. Cultural resource evaluations included a review of historical records and a tribal consultation process. Transportation impacts were analyzed through a Vehicle Miles Traveled (VMT) study, ensuring alignment with state-mandated thresholds.

The IS/MND identified potential impacts to air quality, biological resources, and hydrology. Construction activities required dust control measures to minimize emissions, while pre-construction surveys and protective buffers addressed the presence of nesting birds. To safeguard water quality, a Storm Water Pollution Prevention Plan (SWPPP) was implemented to manage stormwater runoff. These measures ensured the project complied with environmental regulations and mitigated significant impacts.

The Initial Study and Mitigated Negative Declaration concluded that, with the application of the prescribed mitigation measures, the Majestic Palms Apartments project would not result in significant environmental impacts.



Contracting Agency

City of Fresno
2600 Fresno Street
Fresno, CA 93721

Agency Contact

Rob Holt
(559) 621-8056
robert.holt@fresno.gov

Date of Contract

January 2023

Date of Completion

April 2023

4Creeks Project Manager

David Duda, AICP
(559) 802-3052
david.duda@4-creeks.com

Churchwood Estates

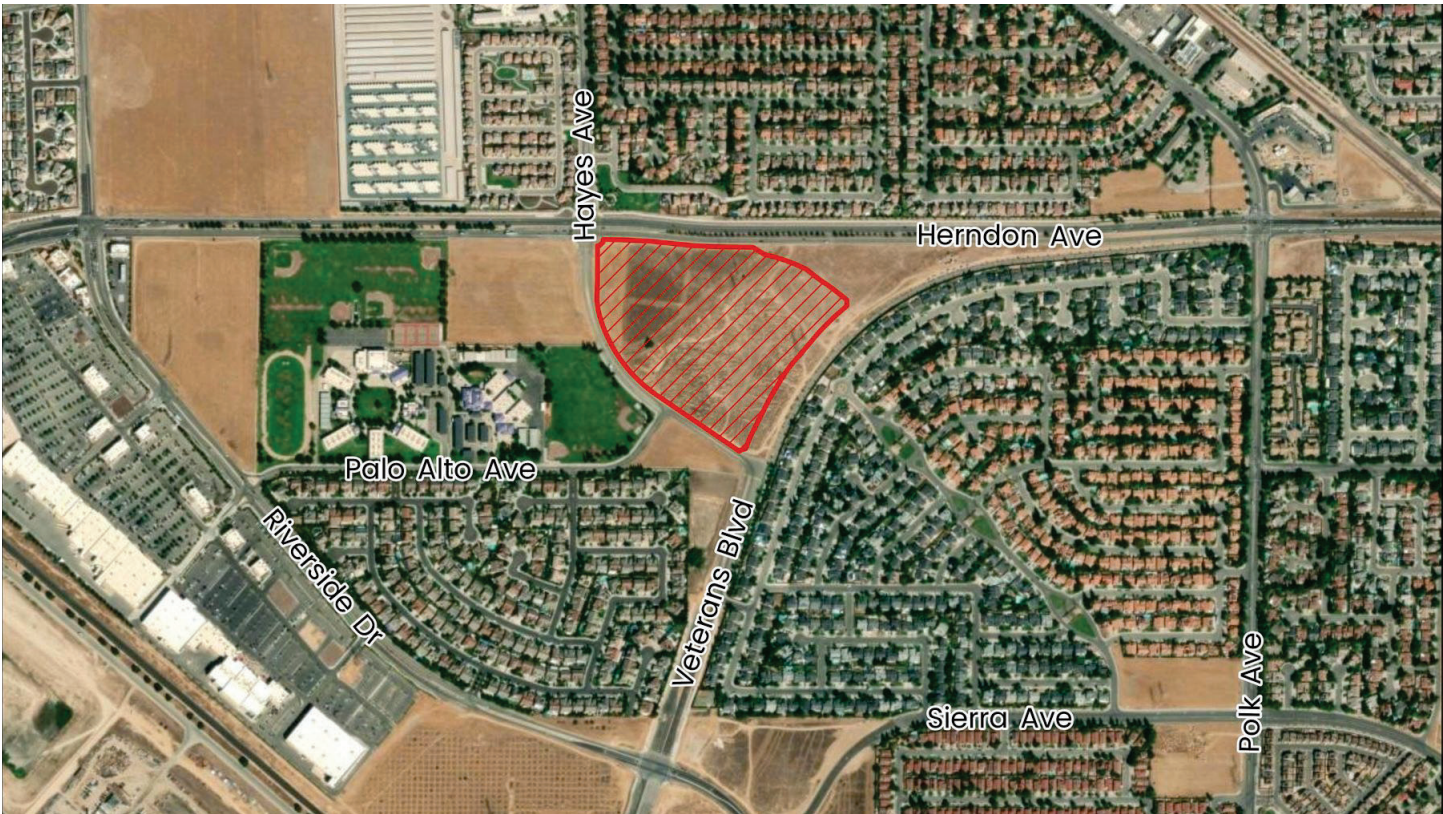
Fresno, CA

The Churchwood Estates project involved the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) for a residential development in Fresno, CA. The project proposed the subdivision of a 9-acre site into 58 single-family residential lots and the inclusion of a community park.

Technical studies evaluated potential impacts across multiple resource areas, including air quality, biological and cultural resources, noise, transportation, and hydrology. Key assessments included a CalEEMod air quality and greenhouse gas emissions analysis, noise study, and a vehicle miles traveled (VMT) analysis. Additionally, a review of biological resources indicated the absence of significant habitats or species within the previously disturbed project site. A cultural resources records search, supplemented by consultation with local tribes, confirmed no significant historical or archaeological findings.

The IS/MND determined that the project had the potential to result in significant impacts in areas such as air quality, noise, and cultural resources. However, mitigation measures were developed to reduce these impacts to less-than-significant levels. For example, construction-phase dust and emissions were addressed through compliance with the San Joaquin Valley Air Pollution Control District's (SJVAPCD) regulations and implementation of best management practices. Noise impacts were mitigated through site-specific design and operational measures. Potential cultural resource disturbances were mitigated by protocols for monitoring and protecting any unforeseen archaeological findings during construction.

The IS/MND concluded that, with the incorporation of recommended mitigation measures, the Churchwood Estates project would not result in significant environmental impacts.



Contracting Agency

City of Fresno
2600 Fresno Street
Fresno, CA 93721

Agency Contact

Chris Lang
(559) 621-8023
chris.lang@fresno.gov

Date of Contract

February 2024

Date of Completion

In Progress

4Creeks Project Manager

Brad Perrine
(559) 802-3052
bradp@4-creeks.com

Bella Vita Mixed Use Development

Fresno, CA

4Creeks is preparing the Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Bella Vita Mixed Use Development. The project includes an application to approve a site plan for the construction and operation of multifamily residential and commercial uses on the vacant 28-acre site bounded by West Herndon Avenue to the north, North Hayes Avenue to the west and south, and North Veterans Boulevard to the south and east in the northern area of the City of Fresno. The project's residential component proposes to construct 516 dwelling units across 21 acres for a floor area ratio of 24.32 units per acre, and includes multifamily residential amenities, parking, and landscaping. The project's commercial component proposes to construct 22,600 square feet of commercial space across 2 acres generally concentrated at the northwestern portion of the site front North Hayes Avenue near the intersection of West Herndon Avenue and consist of retail shell building and two out pads.

Technical studies prepared for the environmental analysis of the project included an Air Quality/Greenhouse Gas Emissions/Energy Study and Water Supply Assessment prepared by 4Creeks as well as biological resources, cultural resources, noise, and traffic studies prepared by subconsultants. Currently, the IS/MND identifies potential impacts to aesthetics, biological resources, cultural resources, geology/soils, and noise but with the incorporation of mitigation measures these potential impacts would be less than significant. These measures address project lighting and glare, affecting special status species during construction, inadvertent discoveries of cultural and paleontological resources during ground-disturbing activities, and ensuring compliance with residential noise standards for the project's dwelling units from the installation of appropriate HVAC systems.



5. RESUMES



4CREEKS

David Duda, AICP

Principal Planner/Planning Director

Registrations & Certifications

AICP # 29216

Post Baccalaureate Certification in
Geographic Information Systems – Penn
State University
APA Member

Education

B.S. – City & Regional Planning,
Minor in Environmental Design
Cal Poly SLO, San Luis Obispo, CA

A.A. – Architecture Emphasis
San Diego Mesa CC, San Diego, CA
Master Certification. – GIS
Penn State University, PA
U.S. Navy Veteran

Contact

19+ Years Experience
+1 (805) 904-4394
david.duda@4-creeks.com

Areas of Expertise

Project Management Land Entitlements
CEQA/NEPA Compliance
Bike Master Plans
Conceptual & Master Plan Site Design
City Planning & Design
Land Use Planning
General Plan/ Zoning Ordinance &
Implementation
Policy Planning

Employment History

10/13–Present

4Creeks, Inc. – Visalia, CA

Principal Planner/Planning Director

04/05–10/13

Quad Knopf, Inc. – Visalia, CA

Senior Associate Planner/Project Manager

Contract City Planning Services – Fresno, CA

City Planning Consultant/On-Call Environmental

Mr. Duda provides contract City Planning services to the City of Fresno (population 526,147). He provides CEQA support for various projects with the City of Fresno and developers through 3rd party agreements for past 6 years. He provides other planning evaluations such as environmental reviews and CEQA compliance, policy review, site plan reviews, staff reports, General Plan and Zoning Ordinance interpretations, and project management. Mr. Duda has been performing CEQA compliance for various projects within the City very efficiently hitting deadlines, and within project budgets.

Contract City Planning Services – Tulare, CA

City Planning Consultant/City Planner

Mr. Duda provided on-site contract City Planning services to the City of Tulare (population 64,546). He interpreted the City's General Plan and Municipal Code as development projects were proposed. He also provided other planning evaluations such as CEQA/NEPA environmental documents and reviews, policy review, site plan reviews, staff reports, General Plan and Zoning Ordinance interpretations, and project management. Mr. Duda was responsible for processing Conditional Use Permits, CEQA compliance, Zone Changes, General Plan Amendments, and other City permitting required by the Planning Division. He provided ordinance updates for the City of Tulare to fit present day and future guidelines and requirements. Mr. Duda worked closely with the City staff to research, analyze, and provide direction on key planning and policy concerns.

Contract Planning Services – Sanger, CA

City Planning Consultant/Director

Mr. Duda provided on-site contract City Planning services to the City of Sanger. He interpreted the City's General Plan and Municipal Code as development projects were proposed. He has also provided other planning evaluations such as environmental reviews, policy review, site plan reviews, staff reports, General Plan and Zoning Ordinance interpretations, and project management. Mr. Duda has been responsible for processing Conditional Use Permits, Zone Changes, Initial Studies/Mitigated Negative Declarations, General Plan Amendments, and other City permitting required by the Planning Division. He also provided ordinance updates for the City of Sanger to fit present day and future guidelines and requirements. Mr. Duda worked closely with the City staff to research, analyze, and provide direction on key planning and policy concerns.

Contract Planning Services – Selma, CA

City Planning Consultant/Director

Mr. Duda provided on-site contract City Planning services to the City of Selma. He interpreted the City's General Plan and Municipal Code as development projects were proposed. Mr. Duda has been responsible for processing Conditional Use Permits, Zone Changes, Initial Studies/Mitigated Negative Declarations, General Plan Amendments, and other City permitting required by the Planning Division. Mr. Duda worked closely with the City staff to research, analyze, and provide direction on key planning and environmental policies.

Home Place Master Plan Community – Clovis, CA

Planning Director/Project Manager

Mr. Duda managed the master plan document, Tentative Map master plan, and land entitlements for the 306 acre community. The master planned community is located within the Loma Vista Specific Plan within the City of Clovis. The Home Place theme and character will include architectural themes from Traditional California Farmhouse, Spanish, Craftsman, Cottage, and Tuscan design and finish materials. The Master Plan included Land Use, Circulation, Landscape, Utility Design, and Plan Implementation components to allow a guide for development of the master planned community. Mr. Duda worked closely with the client and City Planner to prepare a Master Plan Document for the proposed project.



4CREEKS

Brad Perrine

Senior Environmental Planner

Education

Land Use & Environmental Planning
UC Riverside Extension
Riverside, CA

Bachelor of Arts - History
California Baptist University
Riverside, CA

Contact

17 Years Experience
+1 (559) 802-3052
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Areas of Expertise

CEQA/NEPA Compliance

Employment History

06/24-Present

4Creeks, Inc. - Visalia, CA

Senior Environmental Planner

07/21-04/24

**EcoTierra Consulting, Inc. - Los Angeles
and Riverside, CA**

Senior Project Manager

04/20-06/21

EPD Solutions, Inc. - Irvine, CA

Senior Project Manager

09/15-04/20

**EcoTierra Consulting, Inc. - Los Angeles
and Riverside, CA**

Project Manager

03/11-09/15

Albert A. Webb Associates - Riverside, CA

Associate Environmental Analyst

09/07-06/10

**Christopher A. Joseph & Associates - Los
Angeles, CA**

Assistant Environmental Planner

Madison Street Improvements Project - La Quinta and Indio, CA

Environmental Planner

Mr. Perrine wrote the Initial Study/Mitigated Negative Declaration for a road widening with multi-modal improvements project along the City boundaries of La Quinta and Indio in Riverside County. The project encompassed Madison Street generally between Avenue 50 to the north and Avenue 52 to the south. In this area, Madison Street's centerline serves as the boundary between the City of La Quinta to the west and the City of Indio to the east. The City of Indio served as the lead agency and La Quinta as a responsible agency for this project. The project included right-of-way acquisition, adding new travel lanes and an auxiliary center lane as well as Class II bicycle lanes. A sidewalk was included on Indio's side of the roadway and a meandering unpaved, compacted trail on La Quinta's side of the roadway. Part of the project alignment included a segment of the Coachella Canal, a 123-mile adequate that conveys Colorado River water for irrigation from the All-American Canal, and a historic resource under CEQA. The project implemented necessary measures to avoid impacting the resource. Mr. Perrine also helped organize and facilitate regular communication between the key stakeholders and environmental team.

Red Apple Pavilion - Tehachapi, CA

Senior Environmental Planner

Mr. Perrine worked on the Environmental Impact Report for a proposed retail development at the southwest corner of Red Apple Avenue and Tucker Road/Highway 202 in the City of Tehachapi. The project proposed to demolish existing unoccupied structures and construct a new approximately 120,455 square foot commercial retail center over two phases. Four building pads would be constructed along Tucker Road for Phase 1 (32,855 square feet) for pharmacy with drive-thru, fast food with drive-thru, and restaurants/fast food space. Six buildings would be constructed along McIntosh Street for Phase 2 (87,600 square feet) for major retail and retail/restaurant space. The project included proposed roadway improvements to Red Apple Avenue, McIntosh Street, and Tucker Road/Highway 202 to accommodate vehicle and truck trips as well as mitigation measures to account for the sensitive receptors to the west in unincorporated Kern County. Mr. Perrine also served in a de facto project manager capacity with day-to-day interfacing with client, City, subconsultants, and technical team as well as participating in public hearings on behalf of the project's EIR.

Arrow Boulevard and Tokay Avenue Land Use Redesignation and Care Center - Fontana, CA

Senior Environmental Planner/Project Manager

Mr. Perrine was the project manager and writer of the Initial Study/Mitigated Negative Declaration for a proposed land use redesignation and homelessness prevention and care center project at the southwest corner of Arrow Boulevard and Tokay Avenue in the City of Fontana. The project proposed to redesignate and rezone the 25-acre site from Open Space to Light Industrial, and the construction and operation of a Homelessness Prevention Resources and Care Center on 7 acres of the northern portion of the project site. The care center would be built out over multiple phases, providing a total of up to 150 living units and up to 40,000 square feet of housing on-site with a 6,000 square foot administration building and open space recreational amenities. The remainder of the project site was proactively redesignated and rezoned in anticipated of future development; however, no development was proposed by this project. Mr. Perrine worked with the lead agency and attorney to scope the project and strategic approach to balance short- and long-term goals and concern regarding the nature of the proposed land use. Mr. Perrine also participated in public hearings for the project.



4CREEKS

Molly Baumeister, AICP

Senior Environmental Planner/Project Manager

Registrations & Certifications

AICP #29216

Education

Bachelor of Science – Planning
Environmental Management & Protection,
Emphasis in Sustainable Urban
Development
Cal Poly SLO
San Luis Obispo, CA

Contact

8 Years Experience
+1 (559) 802-3052
mollyb@4-creeks.com

Areas of Expertise

Environmental Management
CEQA/NEPA Compliance
Air Quality/Greenhouse Gas Studies
Multimodal Transportation Planning
ArcGIS
Adobe InDesign

Employment History

10/16–Present

4Creeks, Inc. – Visalia, CA

Senior Environmental Planner/Project Manager

07/15–10/16

KMI – Paso Robles, CA

Consulting Intern

10/15–03/16

California Polytechnic State University – San Luis Obispo, CA

Laboratory Technician

Ajit Gill Apartments Initial Study/Mitigated Negative Declaration – Fresno, CA

Senior Environmental Planner/Project Manager

Ms. Baumeister managed the preparation of an Initial Study/Mitigated Negative Declaration for a 96-unit apartment complex in the City of Fresno. The project consisted of 12 2-story apartment buildings and a community building on approximately 5 acres. Ms. Baumeister managed subconsultants in the preparation of technical studies, including a Biological Resources Assessment, Acoustical Analysis, and VMT Assessment. Ms. Baumeister directed the environmental analysis and provided quality control during document preparation.

Mander Villa Initial Study/Mitigated Negative Declaration – Fresno, CA

Senior Environmental Planner/Project Manager

Ms. Baumeister spearheaded the preparation of an Initial Study/Mitigated Negative Declaration for a 32-unit apartment complex situated within the City of Fresno. The project spanned across 2.3 gross acres and featured four 8-unit apartment buildings along with a community building. Throughout the project, Ms. Baumeister managed and coordinated the efforts of subconsultants responsible for conducting essential technical studies, which included a comprehensive Biological Resources Assessment and VMT Assessment. Ms. Baumeister guided the environmental analysis and provided quality control support for the Final IS/MND.

Environmental Impact Report (EIR) – Kings County, CA

Senior Environmental Planner/Project Manager

Mrs. Baumeister was responsible for overseeing and preparing an Environmental Impact Report (EIR) aimed at addressing the potential environmental consequences related to the development of a residential project in the Armona Community. Following a comprehensive Initial Study, it was determined that the project would result in Vehicle Miles Traveled (VMT) surpassing the established thresholds set by the County. The report thoroughly examined travel patterns of community residents, including direction and distance, to better understand the transportation dynamics. To minimize the project's environmental impact, various alternatives and mitigations were suggested. These measures primarily focused on enhancing accessibility to the surrounding land through alternative transportation methods. The goal was to reduce the reliance on conventional vehicles and promote eco-friendly travel options.

Kamm Avenue and Alta Avenue Roundabout – Dinuba, CA

Environmental Planner/Project Manager

Mrs. Baumeister lead the environmental compliance efforts for a CMAQ funded roundabout project in the City of Dinuba. Mrs. Baumeister directed the preparation of the Initial Study/Mitigated Negative Declaration (IS/MND) and the Preliminary Environmental Study (PES). Her leadership was instrumental in guiding these documents in line with CEQA and NEPA standards, ensuring the project's alignment with the Congestion Mitigation and Air Quality Improvement (CMAQ) program.

Riggin Avenue Widening (Kelsey Street to Shirk Street) – Visalia, CA

Environmental Planner/Project Manager

Mrs. Baumeister played a pivotal role in leading 4Creeks' environmental compliance efforts for the Riggin Avenue Widening Project in Visalia, CA. She coordinated with subconsultants to produce critical technical reports, including Cultural and Biological Resources Assessments and VMT Analysis. Mrs. Baumeister was instrumental in preparing the CEQA Initial Study, which culminated in a Mitigated Negative Declaration, and developed an Environmental Narrative for NEPA compliance for the EDA grant. Her expertise also extended to navigating the Air District Permitting process and devising strategic mitigation measures to minimize the project's implementation effects.



4CREEKS

Nate Antepenko

Associate Environmental Planner

Education

B.S. - City & Regional Planning
Minor in Real Property Development
Cal Poly SLO, San Luis Obispo, CA

Contact

4 Years Experience
+1 (805) 904-4394
natea@4-creeks.com

Areas of Expertise

Environmental Management
CEQA/NEPA Compliance
Project Research/analysis
Air Quality/Greenhouse Gas Studies
ArcGIS
Adobe InDesign

Employment History

06/22-Present

4Creeks, Inc. - Visalia/San Luis Obispo, CA

Associate Environmental Planner

11/21-06/22

4Creeks, Inc. - Visalia/San Luis Obispo, CA

Assistant Planner

Kamm Avenue and Alta Avenue Safety Study - Dinuba, CA

Associate Planner

Assisted in the preparation of a planning study to address bicycle and pedestrian safety at the intersection at Kamm Avenue and Alta Avenue in the City of Dinuba. The intersection is located adjacent to a planned future high school so the study analyzed anticipated student travel modes/patterns and provided conceptual design plans to calm traffic and improve connectivity for students. The final proposed design included a collection of improvements, including bike lanes, expanded landscaping, innovative striping, pedestrian refuge islands, curb extensions and a HAWK crossing.

Environmental Impact Report - Kings County, CA

Associate Planner

Drafted an EIR to address the environmental effects associated with implementation of a residential project in the Armona Community. After completing an Initial Study, it was found that the project would generate VMT exceeding the County's thresholds. In the report, travel trends, such as direction and distance, for residents in the community were analyzed. Alternatives and mitigations to the project were proposed to potentially reduce the environmental impact. Mitigations were based on making surrounding land used more accessible from alternative transportation methods.

Tentative Subdivision Map, Annexation, Pre-Zone, Initial Study/Mitigated Negative Declaration - Visalia, CA

Associate Planner

Assisted in the design, annexation, and CEQA documents of a 136-unit single-family residential subdivision in the City of Visalia. The project site was previously in an unincorporated area of Tulare County. The project required an Initial Study and Mitigated Negative Declaration for the project, which required analysis of the project's potential environmental impacts and evaluation of the project's consistency with the City's ordinances and policies.

Planned Development Initial Study/Mitigated Negative Declaration - Visalia, CA

Associate Planner

Assisted in developing CEQA documents for a planned development in Visalia. This development contains low, medium, and high-density residential uses, along with commercial and park space. The study provided analysis and impacts of the community on the environment and mitigation measures to implement for reduction of impacts.

Tentative Subdivision Map, Initial Study/Mitigated Negative Declaration - Fresno, CA

Associate Planner

This project included the completion of the Initial Study and Mitigated Negative Declaration for an 86-unit single-family residential subdivision in the City of Fresno. The site was assessed for potential environmental impacts and mitigation measures were developed to reduce those impacts to less than significant levels.

Indirect Source Review and Air Impact Assessment - Dinuba, CA

Associate Planner

This project involved the preparation of the required Indirect Source Review for the San Joaquin Valley Air Pollution Control District to analyze potential air quality impacts resulting from the construction and operation of a new high school in Dinuba.

6. SUMMARY OF QUALIFICATIONS

Qualified Planning Team

The 4Creeks Planning team understands the requirements outlined in the City of Fresno's RFQ to provide on-call environmental services pursuant to CEQA and are thoroughly capable of executing the scope of services requested. Specifically, we provide scoping and preparation of CEQA compliance documentation such as, but not necessarily limited to the following:

- Statutory, Categorical, and Section 15183 Exemptions
- Initial Studies, Negative Declarations, and Mitigated Negative Declarations
- Environmental Impact Reports including Response to Public Comments
- Mitigation Monitoring and Reporting Programs
- Statement of Overriding Considerations and Findings
- CEQA Addenda

We are equipped to prepare environmental technical studies in-house and utilize qualified subconsultants in the Fresno area, as needed. We can assist the City with staff reports, conducting scoping meetings, and presenting at public hearings as well as prepare and file all pertinent CEQA public notices and assist with Native American tribal notifications (i.e., for Senate Bill 18 and Assembly Bill 52). We also provide third-party peer review services for environmental documentation.

The 4Creeks Planning team brings a combination of knowledge and experience to our projects to successfully and efficiently guide projects through the environmental clearance process. As on-call consultants, we can outline various paths for environmental clearance with thoughtful discussion resulting in a recommended option that is best for the project and client. We work with the agency to target topics of concern related to the project, its setting and potential conflicts, in particular with surrounding uses and communities, to identify and prepare the appropriate environmental document. To successfully and efficiently move a document through environmental review to approval, it is imperative to understand the agency's governmental process, and our experience providing CEQA services for projects in the City of Fresno affords us this mutually beneficial advantage for private and City-initiated projects.

Comprehensive and Responsive Team and Work Plan

We recognize that each project is unique and has different issues of concern, whether it be cultural or tribal cultural resources, controversial land use, construction or operational health risks, biological resources, air quality and greenhouse gas emissions, water supply, etc. As part of our process, we work in coordination with City staff to determine the course of action and CEQA documentation required for each project. We carefully consider the appropriate subconsultants (as needed) for the project and studies that can be conducted in-house. Each project is uniquely considered for developing scopes of work, schedule, and budget parameters. All budget parameters will reflect the attached 4Creeks fee schedule. We understand that regular communication with the City and stakeholders is key for keeping the project progressing on schedule and potential challenges identified early in the process.

4Creeks will establish a comprehensive work plan upon project conception and maintain that plan throughout the project. We would first confirm whether the project qualifies for a CEQA statutory, categorical, or Section 15183 exemption, and if not, then as part of the work plan would be project initiation/data collection, preparation of a preliminary project description, review and preparation of technical studies. Depending on the results, the next phase of the work plan would consist of the commencement of either an Initial Study in support of a Negative Declaration/Mitigated Negative Declaration or Environmental Impact Report. Our work plan also outlines the necessary City processes for the project approvals and CEQA circulation and noticing requirements.

Quality Assurance and Quality Control

Quality assurance and control are paramount on every project we undertake. Essential elements of our quality assurance and control procedures are:

- **Initial Review and Planning:** Analyze project requirements and establish key performance indicators and quality benchmarks.
- **Continuous Monitoring:** Conduct ongoing QA/QC assessments.
- **Final Quality Check:** Perform a comprehensive review to ensure deliverables meet or exceed client expectations.
- **Post-Delivery Evaluation:** Gather client feedback and analyze project outcomes against the initial quality goals.

7. RATE SHEET

Effective May 20, 2024

4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Multi-Year contracts are subject to any subsequent changes in these rates. Fee schedules for the various billing categories are:



4CREEKS
Design

Classification	Charges Per Hour	Classification	Charges Per Hour
Architectural Services		Planning Services	
Associate Architectural Project Manager	\$145	Assistant Planner	\$105
Associate Architect	\$155	Associate Planner	\$125
Architectural Project Manager	\$170	Planner	\$145
Architect	\$180	Senior Planner	\$175
Senior Architect	\$215	Principal Planner	\$210
Principal Architect	\$245		
		Project Manager/Coordinator	
Civil Engineering Services		Associate Project Manager/Coordinator	\$120
Associate Engineer	\$145	Project Manager/Coordinator	\$145
Engineer I	\$160	Senior Project Manager/Coordinator	\$190
Engineer II	\$175		
Senior Engineer	\$195	Public Outreach Coordination	
Principal Engineer	\$245	Associate Outreach Coordinator	\$105
		Outreach Coordinator	\$125
Construction Inspection (Non-Prevailing Wage)			
Associate Construction Inspector*	\$125	Software Engineering Services	
Construction Inspector*	\$150	Assistant Software Engineer	\$90
Senior Construction Inspector*	\$170	Associate Software Engineer	\$110
		Software Engineer	\$135
Construction Management		Senior Software Engineer	\$165
Associate Construction Manager	\$135		
Construction Manager	\$165	Structural Engineering Services	
Senior Construction Manager	\$190	Associate Structural Engineer	\$145
Principal Construction Manager	\$210	Structural Engineer	\$165
		Senior Structural Engineer	\$190
Expert Witness		Principal Structural Engineer	\$215
Expert Witness	\$300		
		Technical Services	
GIS Services		Project Technician I	\$95
GIS Technician	\$105	Project Technician II	\$110
GIS Analyst/Developer	\$120	Project Technician III	\$125
GIS Manager	\$145	Project Technician IV	\$140
Drone Pilot	\$175		
		Utility Design Services	
Land Surveying Services		Associate Designer	\$125
Assistant Surveyor	\$120	Designer	\$155
Land Surveyor	\$155	Senior Designer	\$195
Senior Surveyor	\$185		
Principal Land Surveyor	\$215	Water Consulting Services	
1-Man Survey Crew *	\$180	Associate Water Consultant	\$115
2-Man Survey Crew *	\$260	Water Consultant	\$140
3-Man Survey Crew*	\$350	Senior Water Consultant	\$170

Direct Charges

At cost plus fifteen percent (15%):

- *Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)*
- *Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*
- *Website Hosting Fees: \$15/mo. / \$150/annual*

*Prevailing wage rates by separate schedule – Varies by County

9. LEGAL DOCUMENTS

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS FOR ON-CALL ENVIRONMENTAL REVIEW
SERVICES PURSUANT TO CEQA**

BID FILE NO. 12501022

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

☒ **ACCEPT**
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:



Signature of Authorized Person

Matt Ainley, PE

Type or Print Name of Authorized Person

Respondent's Name: 4Creeks, Inc.
(Submit with Proposal, if applicable)

CERTIFICATION FOR LOCAL PREFERENCE

**Project Name: REQUEST FOR QUALIFICATIONS FOR ON-CALL
ENVIRONMENTAL REVIEW SERVICES PURSUANT TO CEQA**

BID FILE NO. 12501022

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109(b)(1).

Primary Office ☐
Branch Office (NO PO Box) ☒
(mark as applicable)

Location of Business

Address: 1275 N. Willow Avenue
Clovis, CA 93619

Phone: (559) 802-3052

The undersigned Respondent hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

The above Statement is part of the Proposal. Signing this Proposal on the signature page thereof shall also constitute signature of this Certification.

Respondents are cautioned that making a false certification may subject the certifier to criminal prosecution.



4CREEKS

4Creeks, Inc.

1275 N. Willow Avenue, Clovis, CA 93619

(559) 802-3052

4-creeks.com

Effective May 20, 2024



4CREEKS
Design

4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Multi-Year contracts are subject to any subsequent changes in these rates. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
Architectural Services		Planning Services	
Associate Architectural Project Manager	\$145	Assistant Planner	\$105
Associate Architect	\$155	Associate Planner	\$125
Architectural Project Manager	\$170	Planner	\$145
Architect	\$180	Senior Planner	\$175
Senior Architect	\$215	Principal Planner	\$210
Principal Architect	\$245		
		Project Manager/Coordinator	
Civil Engineering Services		Associate Project Manager/Coordinator	\$120
Associate Engineer	\$145	Project Manager/Coordinator	\$145
Engineer I	\$160	Senior Project Manager/Coordinator	\$190
Engineer II	\$175		
Senior Engineer	\$195	Public Outreach Coordination	
Principal Engineer	\$245	Associate Outreach Coordinator	\$105
		Outreach Coordinator	\$125
Construction Inspection (Non-Prevailing Wage)			
Associate Construction Inspector*	\$125	Software Engineering Services	
Construction Inspector*	\$150	Assistant Software Engineer	\$90
Senior Construction Inspector*	\$170	Associate Software Engineer	\$110
		Software Engineer	\$135
Construction Management		Senior Software Engineer	\$165
Associate Construction Manager	\$135		
Construction Manager	\$165	Structural Engineering Services	
Senior Construction Manager	\$190	Associate Structural Engineer	\$145
Principal Construction Manager	\$210	Structural Engineer	\$165
		Senior Structural Engineer	\$190
Expert Witness		Principal Structural Engineer	\$215
Expert Witness	\$300		
		Technical Services	
GIS Services		Project Technician I	\$95
GIS Technician	\$105	Project Technician II	\$110
GIS Analyst/Developer	\$120	Project Technician III	\$125
GIS Manager	\$145	Project Technician IV	\$140
Drone Pilot	\$175		
Land Surveying Services		Utility Design Services	
Assistant Surveyor	\$120	Associate Designer	\$125
Land Surveyor	\$155	Designer	\$155
Senior Surveyor	\$185	Senior Designer	\$195
Principal Land Surveyor	\$215		
1-Man Survey Crew *	\$180	Water Consulting Services	
2-Man Survey Crew *	\$260	Associate Water Consultant	\$115
3-Man Survey Crew*	\$350	Water Consultant	\$140
		Senior Water Consultant	\$170

Direct Charges

At cost plus fifteen percent (15%):

- *Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)*
- *Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*
- *Website Hosting Fees: \$15/mo. | \$150/annual*

*Prevailing wage rates by separate schedule – Varies by County



City of Fresno On-Call Environmental Services Pursuant to CEQA

It should be noted that each project has specific considerations to weigh when developing scopes, timelines, and costs based on the existing conditions, the proposed project, potential opposition, and city support. Nonetheless, the following is provided to offer a general, typical context for various CEQA documentation.

Categorical Exemptions

A note of clarification about Categorical Exemptions, it encompasses a variety of CEQA exemption classifications, along with Statutory Exemptions, that our team would review when initially scoping a project to determine if the proposed project qualifies for a CEQA exemption. A Categorical Exemption in and of itself is not a CEQA document or it's own task. If a project qualifies for an exemption, our team would prepare a Notice of Exemption as the actual task.

Notice of Exemptions

Project Team: Brad Perrine (Senior Planner), Nate Antepencko (Associate Planner), and/or Anna Wagner (Assistant Planner)

Cost: Approx. \$1,600 for the Notice of Exemption. Additionally, we can also prepare an analysis in support of the exemption findings for the administrative record, particularly when a project might receive scrutiny; the supporting documentation is approx. \$9,000.

Timeframe: 1 week for the Notice of Exemption if the project site plan is complete. Additionally, the the document to support the exemption findings can take approximately a month or less depending on how comprehensive the supportive report should be.

Notice of Preparation

A note of clarification about a Notice of Preparation, a Notice of Preparation would be prepared when a project requires an Environmental Impact Report and would be a task that is part of the larger scope of work for the project's CEQA clearance, and not standalone task or documentation outside a larger scope. A Notice of Preparation serves as the lead agency officially noticing the public and other agencies of the intent to prepare an Environmental Impact Report for a project and invites public comments as to the scope of the forthcoming Environmental Impact Report.

Initial Studies

Project Team: Brad Perrine (Senior Planner), Nate Antepencko (Associate Planner), and/or Anna Wagner (Assistant Planner)

Cost: Approx. \$20,000–25,000 when it is an Initial Study that is determined to be a Negative Declaration or Mitigated Negative Declaration, but the total cost may increase depending on which and how many technical studies may be required for the project which would be based on the existing conditions and the project itself.

Timeframe: 6–9 months is a general schedule timeframe from notice to proceed to project approval but is dependent as well on city review periods.

Negative Declarations & Mitigated Negative Declarations

A note of clarification about a Negative Declarations and Mitigated Negative Declarations, these would be determinations based on an Initial Study for the project's CEQA clearance, and not standalone task or documentation outside a larger scope. In other words, the Negative Declaration or Mitigated Negative Declaration serve as the conclusion of the Initial Study that based on the analysis an Environmental Impact Report is not required and the project can be processed with one of two declarations. The difference between the two declarations are whether mitigation measures are required.

Addenda

Project Team: Brad Perrine (Senior Planner), Nate Antepencko (Associate Planner), and/or Anna Wagner (Assistant Planner)

Cost: Approx. \$10,000, but can vary considerably depending on what level of CEQA documentation is being addended (e.g., an Initial Study or an Environmental Impact Report) and the level of detail to be provided in the addenda. For example, projects relying on older CEQA documents may require more substantial addenda analysis and technical studies.

Timeframe: Approx. 1 month, but may be longer if additional technical studies are required for the addenda.

Environmental Impact Reports

Project Team: Brad Perrine (Senior Planner), Nate Antepencko (Associate Planner), and/or Anna Wagner (Assistant Planner)

Cost: \$80,000-\$100,000+ but can vary depending on the technical studies required and complexity of the project as well as potential controversy and opposition.

Timeframe: Approx. 12 months to 18 months is a general schedule timeframe from notice to proceed to project approval but is dependent as well on city review periods and the volume and complexity of public comments received on the Draft Environmental Impact Report.

Environmental Assessments & Related Tech. Studies

Project Team: Brad Perrine (Senior Planner), Nate Antepencko (Associate Planner), and/or Anna Wagner (Assistant Planner)

Cost: Varies. 4Creeks can prepare in-house technical reports such as AQ/GHG/Energy impact reports (\$4,000), Water Supply Assessments (\$10,000), and Traffic Impact Studies/Vehicle Miles Traveled analyses. However, we will also use subconsultants, as appropriate, for analyzing biological and/or cultural resources, health risk assessments, noise, Phase I Environmental Site Assessments.

Timeframe: Varies based on number and complexity of the technical studies.

Notice of Completion

A note of clarification about a Notice of Completion, a Notice of Completion would be prepared when a project has completed its Draft Environmental Impact Report for public review and would be a task that is part of the larger scope of work for the project's CEQA clearance, not standalone task or documentation outside a larger scope. A Notice of Completion is typically coupled with a Notice of Availability to inform the public how they can access and review the Draft Environmental Impact Report, and to whom they can direct their comments for consideration.



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20250402824

Date Filed: 2/26/2025

B3476-3304 02/26/2025 10:27 AM Received by California Secretary of State

Entity Details

Corporation Name 4 CREEKS, INC.
Entity No. 3084389
Formed In CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address 324 S. SANTA FE STREET
SUITE A
VISALIA, CA 93292

Mailing Address of Corporation

Mailing Address 324 S. SANTA FE STREET
SUITE A
VISALIA, CA 93292
Attention Randy Wasnick

Street Address of California Office of Corporation

Street Address of California Office 324 S. SANTA FE STREET
SUITE A
VISALIA, CA 93292

Officers

Officer Name	Officer Address	Position(s)
■ CODY SMITH	324 S. SANTA FE ST. SUITE A VISALIA, CA 93292	Chief Financial Officer
■ RANDY WASNICK	324 S. SANTA FE STREET SUITE A VISALIA, CA 93292	Chief Executive Officer
+ KYLE MCDONALD	324 S. SANTA FE STREET SUITE A VISALIA, CA 93292	Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
■ MATTHEW AINLEY	324 S. SANTA FE STREET SUITE A VISALIA, CA 93292	Chairperson of Board	
■ DAVID DE GROOT	324 S. SANTA FE STREET SUITE A VISALIA, CA 93292	Vice President	
+ ELIZABETH MENDONSA	324 S. SANTA FE STREET SUITE A VISALIA, CA 93292	Other	Assistant Treasurer

Directors

Director Name	Director Address
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☒ MATTHEW AINLEY	324 S. SANTA FE STREET SUITE A VISALIA, CA 93292
☒ DAVID DE GROOT	324 S. SANTA FE STREET SUITE A VISALIA, CA 93292
☒ RANDY WASNICK	324 S. SANTA FE STREET SUITE A VISALIA, CA 93292

The number of vacancies on Board of Directors is: 0

Agent for Service of Process	
Agent Name	RANDY WASNICK
Agent Address	324 S. SANTA FE STREET SUITE A VISALIA, CA 93292

Type of Business	
Type of Business	ENGINEERING, ARCHITECTURE & LAND SURVEYING

Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

<u>Robert Ainley</u>	<u>02/26/2025</u>
Signature	Date