

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into effective on June 14, 2022 (the "Effective Date") between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E Main Street, John Day, Oregon 97845, and Ducote Consulting, LLC ("Consultant"), an Oregon limited liability company, whose address is 1301 4th Street, La Grande, Oregon 97850.

RECITAL:

City desires to retain Consultant to perform certain on-call environmental consulting, labor standards compliance, project management and technical consulting services and related services. Subject to the terms and conditions contained in this Agreement, Consultant will perform the Services (as defined below) for and on behalf of City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Environmental, Labor Standards Compliance, Project Management and Technical Consulting Services and Related Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Consultant will perform the following environmental, labor standards compliance, project management and technical consulting services and related services for and on behalf of City (collectively, the "Services"): (a) those services and tasks identified in Consultant's proposal dated June 28, 2021 attached hereto as Exhibit A (the "Proposal"); and (b) all other necessary or appropriate services customarily provided by Consultant in connection with its performance of those services identified in the Proposal. Consultant will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to the city manager (or his or her designee) and report directly to the city manager (or his or her designee), and (z) devote such time and attention to performance of the Services as City deems necessary or appropriate.

1.2 On-Call Services. Notwithstanding anything contained in this Agreement to the contrary, City, in City's sole discretion, shall direct Consultant to perform the Services described in the Proposal through written Task Orders. Consultant will not provide the On-Call Services unless and until City provides Consultant written notice that the Services are requested (which notice will identify the specific Services requested, budget with not-to-exceed cost, and schedule for completing the Services). Consultant will timely provide any On-Call Services requested by City subject to and in accordance with this Agreement.

1.3 Coordination; Schedule of Services. Consultant will perform the Services as and when requested by City. Consultant will coordinate its performance of the Services with the city manager (or his or her designee). Consultant and City will routinely consult with each other to ensure effective and efficient provision of the Services.

1.4 Conditions Precedent. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Consultant's performance of its obligations under this Agreement, including, without limitation, those Consultant obligations identified under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Consultant's timely and faithful performance of its obligations under this Agreement, City will pay Consultant based on

hourly rates defined in Consultant's Proposal. Consultant will submit monthly invoices to City concerning that portion of the Services performed by Consultant during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services (including any Additional Services, if applicable) performed by Consultant (and by whom); and (b) all other information and documentation City may reasonably request. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the applicable Invoice. City's payment will be accepted by Consultant as full compensation for performing the Services to which the Invoice relates. No compensation will be paid by City for any portion of the Services not performed. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for performance of the Services will not exceed \$100,000.

2.2 No Benefits; Reimbursement. City will not provide any benefits to Consultant, and Consultant will be solely responsible for obtaining Consultant's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Consultant will provide, at Consultant's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services.

3. Relationship.

3.1 Independent Contractor. Consultant is an independent contractor of City. Consultant is not an employee of City. Consultant will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Consultant and does not establish a joint venture or partnership between City and Consultant. Consultant does not have the authority to bind City or represent to any person that Consultant is an agent of City. Consultant has the authority to hire other persons to assist Consultant in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from Consultant's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Consultant will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Consultant representation, warranty, and/or covenant made in this Agreement, Consultant represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Consultant is duly organized, validly existing, and in good standing under applicable Oregon law. Consultant has full power and authority to sign and deliver this Agreement and to perform all Consultant's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Consultant, enforceable against Consultant in accordance with its terms. The signing and delivery of this Agreement by Consultant and the performance by Consultant of all Consultant's obligations under this Agreement will not (a) breach any agreement to which Consultant is a party, or give any person the right to accelerate any obligation of Consultant, (b) violate any law, judgment, and/or order to which Consultant is subject, and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. By signing below, Consultant certifies that Consultant (and Consultant's principals) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in and/or performing the Services under this Agreement.

4.2 Licenses; Quality of Services. Prior to Consultant's execution of this Agreement, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. Consultant will perform the Services diligently, in good faith and in a professional manner, consistent with the degree of care and skill ordinarily exercised by the same or similar professional consultants, and consistent with the terms and

conditions contained in this Agreement. The Services will be performed subject to and in accordance with the Laws (as defined below). Consultant will be solely responsible for the Services. Consultant will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Consultant will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Consultant will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consultant's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles (if any) that are or may be used by Consultant in connection with Consultant's performance of the Services with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) errors and omissions insurance with limits of no less than \$1,000,000.00; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy (except errors and omissions insurance) required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Consultant is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Consultant's insurance will be primary and any insurance carried by City will be excess and noncontributing. Consultant will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Consultant is required to obtain under this Agreement upon Consultant's execution of this Agreement and at any other time requested by City. If Consultant fails to maintain insurance as required under this Agreement, City may terminate this Agreement due to Consultant's default and pursue all rights and remedies provided under this Agreement and/or applicable law.

4.4 Compliance with Laws. Consultant will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Consultant will comply with each obligation applicable to Consultant and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Consultant, this Agreement, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870) if applicable, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Consultant will indemnify and hold City and each present and future City employee, officer, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Consultant's acts and/or omissions (and/or the acts and/or omissions of Consultant's members, managers, directors, officers, shareholders, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Consultant Representative(s)")); (b) Consultant's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Consultant's breach and/or failure to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. Consultant's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Consultant will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (individually and collectively, the "Deliverable(s)") to City upon the earlier of City's request or termination of this Agreement. All Deliverables provided to City will

become the property of City who may use them without Consultant's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. City acknowledges that City's modification and/or reuse of the Deliverables without Consultant's prior approval will be at City's sole risk. Consultant will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Consultant is responsible (including, without limitation, any claims which may be brought against City), and Consultant will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Consultant will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Consultant's records concerning the Services will be maintained in accordance with sound accounting practices and in an acceptable cost account system. Consultant agrees to provide City access to any books, documents, papers, and/or records of Consultant which are directly pertinent to this Agreement and/or the Services, including, without limitation, Consultant's time and billing records, for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records, and/or reports required under this Agreement for a period of no less than five years after final payment is made and all pending matters are closed.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Consultant will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Consultant may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Consultant promptly notifies the city manager of the order and complies with any applicable protective or similar order. Consultant will promptly notify the city manager of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Consultant and will exert Consultant's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Consultant will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Consultant, together with all copies and summaries of such Confidential Information. If requested by City, Consultant will execute a written certification satisfactory to City pursuant to which Consultant will represent and warrant that Consultant has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Consultant or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Consultant; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect for a period of twelve (12) months thereafter, unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Consultant, and/or (b) City may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to the other party. Upon receipt of the notice of termination, except as explicitly directed by City, Consultant must immediately discontinue performing all Services.

5.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Consultant upon the happening of any of the following events: (a) Consultant engages in any form of dishonesty or conduct involving moral turpitude related to Consultant's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; (b) Consultant fails to comply with any applicable law related to Consultant's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services; and/or (d) Consultant breaches and/or otherwise fails to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in its sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments, subject to City's obligations under Section 5.2. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Consultant. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Consultant will deliver to City all materials and documentation related to or concerning the Services.

5.4 Remedies. If a party breaches and/or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Consultant will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Consultant will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement; provided, however, if any exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the terms contained in this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Consultant's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Consultant. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Consultant has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be made effective for all purposes as of the Effective Date.

CITY:

City of John Day,
an Oregon municipal corporation

CONSULTANT:

Ducote Consulting, LLC.
an Oregon limited liability company

By: Ron Lundbom, Mayor

Federal Tax Id. No.: 93-6002192

By:

Federal Tax Id. No.: _____

Exhibit A

Environmental, Labor Standards Compliance, Project Management and Technical Consulting Services and Related Services Proposal

[attached]

Re: City of John Day - Qualified Consultant List

To: City of John Day
From: Ducote Consulting, LLC
Re: City of John Day - Qualified Consultant List
Date: June 28, 2021

Introduction: Thank you for the opportunity to propose our services to your community. Ducote Consulting is committed to the local agency project and looks forward to the opportunity to help advance your City's projects and priorities. We take the time to understand your concerns, your priorities for the project, and maximize the skills and value of all project partners for the benefit of the agency and its constituency. Ducote Consulting specializes in the CDBG program and interpreting federal and state funding rules. We will succinctly communicate how these rules impact the project, grantee, and other invested parties. As the City's local advisor, we will track the project, keep project partners on task, and provide insight to the City could there be any negative impacts to the project or ratepayers.

Ducote Consulting proposes to continue serving the City of John Day in many of the same ways:

- Funding strategy and funding agency coordination
- Grant-writing and grant management
- National Environmental Policy Act (NEPA) reviews
- Labor Standards compliance (Davis-Bacon and BOLI)
- Economic Feasibility studies, stakeholder engagement and facilitation

And new areas:

- Environmental Project Management and
- Environmental Technical and Professional Services

Ducote Consulting believes that a team approach to environmental work that begins with funding strategy and project scoping will better serve the City's on-going project needs. Through a partnership with J-U-B Engineers (J-U-B) and Blue Mountain Consulting: Public History and Archaeology (BMC), can provide a full suite of environmental services to the City through a partnership. Ducote Consulting has an excellent working relationship with J-U-B and BMC. We believe Ducote Consulting can expand our offering of services to the City to include all needed environmental studies and permitting for the City's many projects. The only exception would be soil science and contamination clean up plans. Knowing some of the obstacles and difficulties faced by the City in the past, Ducote Consulting approached BMC and J-U-B about making a one-stop suite of environmental services that would fit under the Ducote Consulting's overall environmental project management, scoping, and NEPA reports.

Contact Information

Primary Contact: Nicholas Ducote, President | Ducote Consulting LLC
PO Box 596 | La Grande, Oregon 97850
541-805-5543 | DucoteConsulting@gmail.com



Re: City of John Day - Qualified Consultant List

J-U-B Contact: Shae Talley, P.E., La Grande Area Manager | J-U-B Engineers, Inc.
1201 Adams Ave., La Grande, OR 97850
stalley@jub.com | 541-963-7100

Blue Mountain Linda Jerofke, Lead Archaeologist
Consulting contact: 60500 Bushnell Rd., La Grande, OR 97850
541-786-8892 | ljerofke@gmail.com

Ducote Consulting History

After working with J-U-B Engineers as a funding Specialist and technical writer, Nicholas Ducote started Ducote Consulting LLC in 2016 to expand grant and funding-related services outside of a single engineering firm. We operate one location in La Grande, Oregon and work in Umatilla, Morrow, Baker, Union, and Grant counties. Ducote Consulting's specialty is Community Development Block Grant application development, grant administration, environmental reviews, and labor standards. We also work with Eastern Oregon non-profits on a variety of community projects in La Grande, Elgin, Union, and Umatilla.

Our primary focus is the Oregon Community Development Block Grant program and we are highly engaged statewide on CDBG issues. We also deal with many different federal funding sources and requirements. We frequently interact with Business Oregon at various levels, including IFA Board Meetings and Annual Action Development Committee meetings that determine the *Method of Distribution* rules and CDBG scoring for the state. We are familiar, and work often with, IFA Staff at all levels and are well-versed in the agency's operation. We commit time to researching not only the guidelines, rules, and published manuals like the *Grant Management Handbook*, but the primary sources of those rules – the Code of Federal Regulations, HUD policy and technical memos, Executive Orders, etc. Our team regularly works with technical manuals like the *CDBG Grant Management Handbook*, including but not limited to *Oregon State Environmental Review Process*, the *Method of Distribution*, HUD's *Notice CPD-14-013*, *Corps of Engineers' Wetland Delineation Manual*, *Army Corps of Engineers easement procedures*. We are familiar with the grant rules of Community Development Block Grant, Clean Water State Revolving Loan Fund, the Drinking Water State Revolving Loan Fund, Water Resources Department's grants, Economic Development Administration, and Business Oregon's Special Public Works Fund.

Ducote Consulting LLC's work revolves around municipal-level public works, community facilities, infrastructure, and federal funding programs. We excel in shepherding projects from development through implementation, including project scoping, grant-writing, environmental review documents, procurement/bidding assistance, and labor standards compliance during construction.

Owning and operating a small business dedicated to CDBG work means we do not spend working time to some of the activities that consume time in larger organizations. Instead, our time focuses on completing project tasks and communicating with clients and project staff. We dedicate more than 40 hours a week to making your project successful when deadlines demand it. We pride ourselves on meeting deadlines in a professional and organized manner.



Our recent and active clients include Community Counseling Solutions and the cities of Dayville, Irrigon, John Day, Seneca, Ontario, Mount Vernon, Umatilla, Haines, Elgin, North Powder, and Monument. Ducote Consulting works with these agencies on Oregon CDBG projects, other public works/infrastructure grants and loans, infrastructure, and community facility projects. Interfacing with funding agencies, especially those that administer federal infrastructure funds, brings additional layers of complexity to City projects, and Ducote Consulting will help the City navigate them. Some projects can take years and Ducote Consulting works for your agency and the project, not another company. When engineers, agency staff, or City staff turnover, Ducote Consulting will keep advancing the project. The figure below illustrates our varied and broad experience with federal infrastructure funding, and the associated requirements, in Eastern Oregon since 2015:

	CDBG Grant Admin	CDBG Env Rev	SRF Proj. Mang	SRF Grant/Loan Writing	CDBG Grant Writing	Davis-Bacon/BOLI Compliance	Other Env Rev (USDA and DEQ)
City of Elgin	X	X			X		
City of Haines	X	X	X	X	X	X	
City of Irrigon	X	X	X	X	X	X	X
City of Mount Vernon	X	X				X	
City of Monument	X	X			X	X	
City of Seneca	X	X				X	X
City of John Day	X	X			X		X
City of Umatilla	X	X		X	X		X
City of North Powder	X	X			X		
City of Ontario	X					X	
City of Dayville	X	X			X	X	X

Available Resources and Team

We are available immediately to work on your projects. Our Team is prepared to commit long-term to the success of your project, and we will be available to perform all project tasks. Because we have many active CDBG projects, our understanding of the program is vast and broad. Each additional CDBG project that our firm takes on adds to our streamlined project management approach and library of experience. Three of our CDBG projects – Mt Vernon, Haines, and Seneca – wrapped up in 2020. An additional four CDBG projects – Irrigon, Elgin, Monument, and North Powder – will closeout throughout 2021. Our firm’s 2021-2022 schedule has opened up after an extremely busy 2020 closing out projects. We are ready to begin work on your project as soon as the procurement process is completed.

Ducote Consulting will require no sub-contractors to fulfill the tasks of: Funding strategy and funding agency coordination, grant-writing and grant management, National Environmental Policy Act (NEPA) reviews, Labor Standards compliance (Davis-Bacon and BOLI), and Economic Feasibility studies, stakeholder engagement and facilitation. Your day-to-day contact will be Nicholas Ducote. As illustrated previously, we have no difficulties managing multiple CDBG projects simultaneously. In fact,



Re: City of John Day - Qualified Consultant List

our regular interaction with program rules on a wide variety of projects has given us a comprehensive picture of the many possible complications and precedents.

We work alongside engineering, architecture, and construction project partners and we will be a third-party check and balance on the process. We are fluent in technical “engineer-speak” and sometimes work as copy editors for engineers to help communicate complex ideas in a simple and understandable fashion. We will represent the City and project interests first. Our President, Nicholas Ducote, will be your primary point of contact and your project will not be relegated to junior staff members. Our experience on large and complex CDBG projects will enable our firm to help you complete regulatory hurdles without burdening City staff.

For more technical and detailed environmental field work and permitting, Ducote Consulting will oversee and integrate a team of J-U-B’s wetland and environmental specialists and BMC’s archaeologist, allowing our team to complete all aspects of environmental work for the City. This will enable closer integration of the NEPA report and overarching state or federal requirements with specific aspects of the environmental and technical field work. J-U-B and BMC would sub-contract directly to Ducote Consulting for this environmental work. Ducote Consulting will be able to see all project-related environmental tasks accomplished from initial scoping to final permitting. The sub-contractor relationship will also establish more regular oversight and management of all tasks.

J-U-B’s responsibilities would include: Wetland Delineation, Biological Assessments, Joint Permit Application, State Removal/Fill Permit, Environmental Scans and Feasibility Studies, Air Quality and Noise Analysis, Habitat and Natural Systems Restoration, Invasive Species Management Plans, and Habitat Replacement Plans.

BMC’s responsibilities would include: Phase 1, Phase 2, and Phase 3 Archaeological Surveys, including Sub-Surface Archaeological Studies, State Historic Preservation Office permitting, Above-Ground 106 Building Surveys and Consultations, and archaeological desk audits (no site visit, but instead a review of all archaeological surveys within a mile of a project).

Nicholas Ducote of Ducote Consulting has worked closely with J-U-B for almost seven years and continues to work closely with the La Grande, Boise, and Kennewick offices. As the City Engineer in Irrigon, Umatilla, Elgin (formerly), and Haines, we worked closely with J-U-B on many projects. Shae Talley, the La Grande Area Manager, would be the primary J-U-B contact, although the individual doing most of the wetlands work will be Tyler Schade. Tyler’s resume is included after this memo. We have also worked with BMC on a variety of archaeological projects in Haines, Seneca, Mount Vernon, Irrigon, Elgin, and John Day over the last six years.

Blue Mountain Consulting has been in business since 2005, is woman and veteran owned, and are Oregon SHPO Directory-qualified archaeologists with ODOT archaeological certification and Federal Law Enforcement Training for Archaeology for Jerofke and Harvey. BMC’s Business Resume is attached at the end of this document.



Prices Sheet

Ducote Consulting Price List:

- \$100/hr
- Negotiated lump sums for funding applications
- Travel expenses included

J-U-B Prices

- \$90/hour for Environmental Scientist
- \$128/hour for Environmental Specialist - Lead
- \$170/hour for Environmental Specialist – Discipline Lead
- \$172/hour for Project Manager
- Use federal per diem rates for hotel and mileage
- Rates provided are for the year 2021 and are subject to change on a yearly basis.

BMC Prices

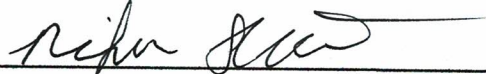
- \$70/hour for Principal Investigator
- \$70/hour for Archaeologist I
- \$25/hour for Archaeological Technician
- \$1400 for SHPO Permit
- Use federal per diem rates for hotel and mileage

References

Name	Organization / Position	Address	Email	Phone #	Exp.
Valerie Russell	City of Haines City Administrator	819 Front Street Haines, Oregon 97833	haines@cascadeaccess.com	(541) 856-3366	6 yrs
Aaron Palmquist	City of Irrigon City Manager	500 NE Main Avenue Irrigon, OR 97844	aaron.palmquist@ci.irrigon.or.us	(541) 922-3047	6 yrs

Insurance Information

Ducote Consulting LLC possess Professional Liability insurance (\$2m) and general liability (\$2m/1m). We also hold a Worker’s Compensation policy. A Certificate of Insurance attached to this proposal.

Signed:  Date: 6/29/21

Nicholas Ducote / President and CEO, Ducote Consulting LLC



Nick Ducote

Project Manager; Funding & Regulatory Specialist

PO Box 596 | La Grande, OR 97850

c. 541-805-5543



SELECT PROJECTS AND CLIENTS

City of John Day, Oregon Community Development Block Grant

March 2019 – present

Ducote Consulting was competitively procured in Spring 2019 to be the Grant Administrator and Environmental Reviewer for the City's Wastewater System Improvements: Phase 1 project. The project is currently underway and awaiting the final steps on the Environmental Report. We wrote and assisted in developing the City's Spring 2021 CDBG application.

Ducote Consulting has also assisted with City with the NEPA report for the City's RAISE/BUILD grants, its EDA grants, and has worked on preliminary environmental scoping on a number of other projects. On a variety of projects, we have worked with Blue Mountain Consulting to coordinate archaeological services.

City of Dayville, Funding Strategy, Grant Management, and Environmental Review

December 2018 - present

Ducote Consulting wrote the City's December 2018 CDBG application for the City's Community Hall that needs repair and some reconstruction. We are currently managing that grant. Additionally, the City is serviced by the Cummings Ditch, which was badly damaged in the Spring 2019 flood events in Grant County.

Ducote worked with Business Oregon, the City's Engineer, and the Cummings Ditch Co. to identify potential funding sources that could apply a permanent fix to the ditch's blowout and degradation as a result of the flooding. We have also worked raising funds for the City's Fire Hall project with USDA and Ford Family.

City of Seneca: Grant Admin, Environmental, Labor Compliance (CDBG) & City of Mount Vernon: Grant Admin, Environmental, Labor Compliance (CDBG)

May 2017 - 2020

The Mount Vernon and Seneca CDBG projects are very similar and Ducote Consulting began providing services in the same timeframe for each project. Both projects involve extensive sewer upgrade and rehabilitation. The projects are currently on-going with expectation to complete construction work in 2019-2020.

City of Umatilla: Funding, Environmental, & Technical Writing

July 2015 - Present

Work with J-U-B Engineers and City Staff to organize on-going and future City infrastructure projects. Developing project management tools and one-page briefs to help advance complex projects in a rapid manner. Developed funding strategies with City Engineer and City Finance Director for three phases of projects involving the Port of Umatilla and future Wanapa industrial site. Facilitated two easement acquisitions with the US Army Corps of Engineers, authored SF-299 request form, worked with Walla Walla Real Estate Office on required environmental analysis and process. Worked as intermediary with Umatilla City Manager, City Finance Officer, and US Army Corps

EDUCATION

M.A. History (2012) | Louisiana Tech University, Ruston, Louisiana.

B.A. Political Science (2011) | Louisiana Tech University, Ruston, Louisiana.

WORK EXPERIENCE

Ducote Consulting - La Grande (2016-present) | Founder/CEO

J-U-B Engineers - La Grande (2014-2016) | Funding Specialist

Afghans for Progressive Thinking - Kabul, Afghanistan (2011) | Debate Instructor, Tournament Organizer, Outreach Design

PUBLISHED WORKS

Pioneers of the Piney Woods, Baton Rouge: Lisburn Press, 2017.

"Rise of the Forest Products Industry in North-Central Louisiana in the Twentieth Century," *North Louisiana History: Volume 2*, to be published by McGinty Press in 2019.

"Turning Coal into Liquid Fuel," with Dr. Burnett, *B.A. No. 656*, National Center for Policy Analysis, May 1, 2009.

City of Irrigon: CDBG and CWSRLF Funding, Environmental & Technical Writing

June 2015 - Present

Work with City Staff on a number of issues related to the City’s sewer system, funding, and the City’s Mutual Agreement Order. Grant-writing for 2015 (planning), 2017 (design/construction) CDBG and CWSRF applications, also a 2018 WWTP CWSRF application. 2017 CDBG award of \$2.5m for a \$3.9m sewer conversion project. Will serve as Grant Administrator, Environmental consultant, and Labor Standards specialist for 2018-2020 CDBG project.

City of Haines: CDBG, Technical Writing, & Project Advocacy

December 2014 - Present

Work with the City on a number of issues from grant-writing, to project advocacy, and facilitating meetings with state and federal legislators to discuss the water project and federal funding rules. Have been involved at every level of the City’s \$7m Water Compliance Project.

City of Monument, Oregon Community Development Block Grant & Other Funding

2015 – present

In the City of Monument, Nicholas has worked closely with many levels of OBDD and Oregon Health Authority on all facets of Monument’s water compliance project since 2015. When the City was left without a City Engineer, Ducote coordinated with funding and regulatory agencies to keep the City’s water project advancing. He also worked with the City and City Attorney to procure a new City Engineer. After years of managing the fledging project, the City received \$1.8m from CDBG to achieve reliable and sustainable compliance with OHA’s Long Term Filtration Rules.

Ducote Funding Successes - Secured Grants and Loans				
Project	Year	Program	Grant	Loan
Umatilla Beneficial Reuse Feasibility Study	2015	WRD	\$ 130,000	
Umatilla IWW Final Design	2016	SPWF		\$ 403,000
Umatilla IWW Construction	2016	CWRLF	\$ 500,000	\$ 1,842,320
Haines Water Compliance Project	2017	CDBG	\$ 1,899,862	
	2017	SDWRLF	\$ 961,827	\$ 856,439
Irrigon Septic Conversion Project	2017	CDBG	\$ 2,500,000	
	2017	CWRLF	\$ 500,000	\$ 2,015,060
Irrigon WWTP Project	2018	CWRLF	\$ 500,000	\$ 500,000
Dayville Community Hall	2018	CDBG	\$ 1,500,000	
Dayville Community Hall	2020	USDA	\$ 472,000	
Elgin Sewer PER	2017	USDA	\$ 20,000	
	2017	IFA W/W	\$ 30,000	
Elgin Sewer Final Design	2018	CDBG	\$ 476,400	
Monument TA for Water Project	2018	IFA W/W	\$ 20,000	
Monument Construction of Water Project	2019	CDBG	\$ 1,790,000	
Monument Construction of Water Project	2020	IFA W/W	\$ 200,000	\$ 200,000
Umatilla Power City/Brownell Water Final Design	2020	CDBG	\$ 593,500	
Umatilla Power City/Brownell Sewer Final Design	2020	CDBG	\$ 363,000	
	Total Funding		Total Grants	Total Loans
TOTAL	\$ 18,273,408		\$ 12,456,589	\$ 5,816,819

Kelly Ducote

Copy-Editing and QA/QC

PO Box 596 | La Grande, OR 97850

c. 281-794-7797



JOB HISTORY

Union County Circuit Court | Judicial Services Specialist III

May 2017 - present

Works in the Criminal Department of the Union County Circuit Court in La Grande. Primary responsibilities include processing and verifying court-appointed attorney paperwork, working as the Judicial Assistant, and clerking in the courtroom.

Ducote Consulting LLC | Vice-President

March 2016 - present

Assists with the writing, editing, and development of every written report and work product that Ducote Consulting has worked on since its inception. Also assists with Certified Payroll review, disbursements and project budgeting, and reporting.

Liberty Theatre Foundation | Executive Director

January 2016 – May 2017

Formerly Executive Director, now serving on the Board of Directors. Applied for and administered cross-sector grants to further restoration goals of the Foundation, including federal environmental abatement and historic preservation grants, state cultural and artistic grants, and regional and local grants. Developed project budgets and funding scenarios to facilitate matching funds for grants. Monitored project progress, informing grantors of any changes to projects. Requested and accepted bids, estimates, and otherwise interface with project partners such as contractor, architect, and engineer.

Maintained accurate record keeping for the Foundation. Scheduled and led weekly meetings as well as quarterly board meetings. Produced promotional and marketing materials, including a monthly e-newsletter, brochures, and other publications. Developed outreach tools and strategy to further the mission of the Foundation.

La Grande Observer | Assistant Editor

March 2013 – January 2016

Authored op-eds on community issues. Interviewed community members, City, and County leadership on controversial issues. Attended public meetings across Union and Wallowa counties and reported on occurrences. Worked regularly with the Regional Publisher and Editor-in-Chief on public relations and marketing. Facilitated engagement with the public on controversial stories and topics. Interfaced with dissatisfied clients and story subjects and resolved disputes. Assigned stories and managed newsroom. Served as Editor-in-Chief in absence of direct supervisor. Helped redesign weekly entertainment magazine by setting and attending meetings with other editorial staff. Oversaw editorial content from the tri-county area. Trained new editor on production and page design.

EDUCATION

B.A. Journalism (2012) | Louisiana Tech University, Ruston, Louisiana.

B.A. Political Science (2012) | Louisiana Tech University, Ruston, Louisiana.

WORK EXPERIENCE

Oregon Judicial Department
- La Grande, OR (2017 - present) | Criminal Records Clerk

Ducote Consulting - La Grande, OR (2016 - present) | Co-Founder/VP

Liberty Theatre Foundation
- La Grande, OR (2016 - 2017) | Executive Director

The Observer - La Grande, OR (2013-2016) | Assistant Editor

PROFESSIONAL DEVELOPMENT & AWARDS

- Rotary Youth Leadership Awards (2016)
- La Grande Rotary Club (2015-present)
- Oregon Newspaper Publishers Association | Best Writing, 2nd Place (2015)
- Dow Jones News Fund – Austin, TX (2011) | Copy Editing Training
- Association of Health Care Journalist Conference (2014) | Fellow
- Investigative Reporters and Editors (2011) | Fellow

Courtney Kemp

Assistant Project Manager, Funding Specialist, & Impact Analyst

c. (541) 910-0259



PROFESSIONAL EXPERIENCE

Ducote Consulting, La Grande, OR | Community Funding & Impact Analysis

December 2019 - present

Work with Ducote Consulting on a variety of grant strategy, feasibility studies, and community/business analysis. For the City of Umatilla, worked to develop and provide critical feedback on the City's Business Incubator Feasibility Study for a federal EDA grant. For the City of Elgin, developed a Community Funding & Project Analysis working with the City Staff and four community organizations. For the Friends of the Historic Union Church non-profit in the City of Union, managed the Feasibility Study and process that identified the Friends' best strategies to acquire and successfully manage the historic Church.

Project Equity, San Francisco Bay Area | Client Services Manager

2018 - present

Work centers around serving underserved populations across the United States. With Project Equity, Courtney has worked with small and medium-sized local businesses across diverse sectors and industries to conduct feasibility assessments, convert businesses to a cooperative or employee-owned models, certify C- and S-Corps as B Corps and benefit corporations, and work to solve the unique challenges that come up for organization based on local context in order to promote the overall financial health and sustain thriving communities.

SVT Group, San Francisco Bay Area | Program Manager

June 2016 - 2020

Collaborate with mission-oriented clients to successfully manage impact programs, including articulating theories of change and impact maps, developing high-level impact models and indicator sets, conducting impact analyses and social return on investment analyses, and designing impact management and reporting systems. Analyze impact on a retrospective basis so that organizations can communicate impact to prospective donors and other external audiences, as well as reflect internally on what can be improved. Conduct primary and secondary research in a variety of impact areas to inform impact goals and identify impact risks. Support SVT Group via marketing, business development, administrative, operational, and client service support.

RSF Social Finance, San Francisco, CA | Impact Investing Consultant

December 2017 - 2020

Partner with Chief Investment Officer, Director of Investments, and Accounting team to coordinate the management of RSF's 100% Impact Portfolio, an impact-first portfolio comprised of private equity, venture capital, and real asset funds. Analyze, track, and report impact and financial data on a fund as well as portfolio level, developing recommendations and insights used to inform impact investment strategies. Research and provide insights on impact performance of portfolio companies, prepare internal memorandums of preexisting and potential investments, and support Investment team on ad hoc tasks as necessary.

EDUCATION

B.A. International Studies (2013) | The University of Arizona Honors College, Tucson, AZ.

M.B.A.: Social Finance & Impact Management (2017) | Middlebury Institute of International Studies, Monterey, CA.

M.A. International Policy and Development (2017) | Middlebury Institute of International Studies, Monterey, CA.

CERTIFICATES

Impact Investing and Impact Management

Design, Partnering, Management, and Innovation

BLUE MOUNTAIN CONSULTING: ARCHAEOLOGY AND PUBLIC HISTORY RESUME

60500 Bushnell Rd.
La Grande, OR 97850
541-786-8892
ljerofke@gmail.com

EDUCATION – Linda Jerofke

Ph.D. University of Oregon, Eugene, Oregon. 1995. Dissertation title: Diet and Subsistence Patterns in Transition: Traditional and Western Practices in an Alaskan Athapaskan Village.

M.A. University of Leicester, England. Historical Archaeology. 2014. Masters dissertation title: Camp Carson: An Archaeological Study of an Eastern Oregon Gold Mining District.

M.S. University of Oregon, Eugene, Oregon. Anthropology. 1985. Masters paper title: Maternal Nutrition during Pregnancy.

B.A. Appalachian State University, Boone, North Carolina. Anthropology. 1983.

EDUCATION – Erik Harvey

M.A. University of Leicester, England

B.A. Eastern Oregon University, La Grande, Oregon

PUBLICATIONS AND PROFESSIONAL REPORTS

- 2020. Archaeological Survey of the City of John Day's Wastewater System Improvement Project., John Day, Oregon.
- 2020. Archaeological Monitoring of the City of Irrigon's Wastewater Project, Irrigon, Oregon.
- 2020. City of Elgin Sewer Realignment Project: A Phase 1 Archaeological Survey, Elgin, Oregon.
- 2019. Morphine Road Gravel Lift and Drainage Improvement in Morrow County, Oregon, Lexington, Oregon.
- 2019. Archaeological Monitoring of the City of Mount Vernon's Wastewater System Improvements, Mount Vernon, Oregon.
- 2019. Horse Valley Airport Hotel Archaeological Survey, Greater Commercial Lending.
- 2019. Eastern Oregon University Fieldhouse and Wetland Project, La Grande, Oregon, ongoing.
- 2019. A Phase 1 Archaeological Survey of the City of Haines, Oregon Water System Improvement Project, Haines, Oregon.

- 2019. Umatilla 8th Street Project, OBEC, Eugene, Oregon, ongoing.
- 2019. North Campus Restoration Project, Eastern Oregon University, La Grande, Oregon, start in 2017 and ongoing.
- 2018. Stover Pasture Seeding Project: A Phase 1 Archaeological Survey, Oregon Department of Fish and Wildlife, Baker City, Oregon.
- 2018. Seneca Wastewater Project, City of Seneca, Seneca, Oregon.
- 2018. Seneca Fire Station Project, City of Seneca, Seneca, Oregon
- 2018. Ladd Canyon Wildlife Area, Glass Hill Phase 1 Archaeological Survey, Oregon Department of Fish and Wildlife, La Grande, Oregon.
- 2018. Archaeological Survey of the City of Mount Vernon Wastewater System Improvements, Mount Vernon, Oregon
- 2018. Adrian Water Treatment Plant and Pipeline Project, Keller Associates, Meridian, Idaho.
- 2017. Wenaha Wildlife Area Timber Removal Project Report: A Phase 1 Archaeological Survey, Oregon Department of Fish and Wildlife, Baker City, Oregon.
- 2016. Ackerman Hall: An Archaeological Monitoring Project Report, Eastern Oregon University, La Grande, Oregon, in progress.
- 2016. Inlow Hall: Archaeological Monitoring Project, Eastern Oregon University, La Grande, Oregon, in progress.
- 2015. Grizzly Bear and Wenaha Wildlife Area Salvage Project Report: A Phase I Archaeological Survey, Oregon Department of Fish and Wildlife, Baker City, Oregon.
- 2015. Power City Wildlife Management Area: Class III Archaeological Survey, Oregon Department of Fish and Wildlife, Pendleton, Oregon.
- 2015. Coyote Spring Wildlife Management Area: Class III Archaeological Survey, Oregon Department of Fish and Wildlife, Pendleton, Oregon.
- 2015. Phase I Archaeological Survey of the Flat Creek Timber Harvest and Quarry Project, Oregon Department of Fish and Wildlife, Dayville, Oregon.
- 2015. Phase I Archaeological Survey of the Oliver Creek Timber Salvage, Oregon Department of Fish and Wildlife, Dayville, Oregon.
- 2015. Pierce Library Garden Project: A Monitoring Project, Eastern Oregon University, La Grande, Oregon, 97850.
- 2015. Juniper and Fur Mountains Wind Turbine Project: MET Tower Class III Archaeological Survey, Joseph Millworks, Incorporated.
- 2015. A Phase I Archaeological Survey of the City of Haines, Oregon Water System Improvement Project, City of Haines, Oregon.

- 2014. City of Wallowa: Water System Improvement Project: Archaeological Monitoring, Wallowa City Hall, Wallowa, Oregon.
- 2014. Rock Creek Stabilization Project Report, Baker County Soil and Water Conservation District, Baker City, Oregon.
- 2014. Cusick Creek Restoration Project Report, Baker County Soil and Water Conservation District, Baker, City, Oregon.
- 2013. Thompson and Thompson Dba Pacific Equipment H Street Project, Baker City, Oregon: A Phase 1 Archaeological Survey, prepared for Don Thompson, Thompson and Thompson, Dba Pacific Equipment, North Bend, OR, October 14.
- 2013. Phase 1 Archaeological Survey for American Towers LLC Pilot Rock Cellular Project Expansion, prepared for IVI Telecom Services, Inc, White Plains, NY, July 5.
- 2013. Phase 1 Archaeological Survey of the Phillip W. Schneider Wildlife Area Proposed Sale, Oregon Department of Fish and Wildlife, Grant County, Oregon, prepared for the Oregon Department of Fish and Wildlife, June 10.
- 2012. Ackerman Gym Remodel: An Archaeological Monitoring Project, Eastern Oregon University, La Grande, Oregon.
- 2012. Pierce Library: An Archaeological Monitoring Project, Eastern Oregon University, La Grande, Oregon.
- 2011. Chas Reynolds Rest Area Sewer Line Repair Project: An Analysis of Previously Excavated Subsurface Material, Oregon Department of Transportation, La Grande, Oregon.
- 2011. I-84 Baldock Slough to South Baker Interchange Paving Project: A Phase I Survey of a Waste Site Report, Oregon Mainline Paving LLC, McMinnville, Oregon.
- 2011. US Cellular Ladd Canyon Cell Tower Project – A Phase I Archaeological Survey, Riley Group, Washington.
- 2011. A Cultural Resources Survey of the US 395: Silvies Curve Realignment Project (Key Number 14674, Fed Aid No. S048(018)PE), Oregon Department of Transportation, La Grande, Oregon.
- 2011. West Fork, Birch Creek Bridge Crossing at Milepost 17.44 on US 395: A Phase I Archaeological Survey, Oregon Department of Transportation, La Grande, Oregon.
- 2011. A Cultural Resources Survey for the Oregon Department of Transportation US 26 Dean and Dog Creek Culvert Replacement (MP 166.83 and MP 164.86, ODOT Key No: 15398, Oregon Department of Transportation, La Grande, Oregon.
- 2011. Oregon Department of Transportation Little Phillips Creek (Region 5 Erosion): A Phase I Archaeological Survey, Oregon Department of Transportation, La Grande, Oregon.
- 2011. Oregon Department of Transportation Kimberly Bank Stabilization Project: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon.

- 2011. Deer Creek Road Bridge: A Phase I Archaeological Survey, Oregon Department of Transportation, La Grande, Oregon.
- 2011. Chas Reynolds Rest Stop Sign Installation Archaeological Monitoring Project, Oregon Department of Transportation, La Grande, Oregon.
- 2011. Baker Rest Area WB Project: A Phase I Archaeological Survey, Oregon Department of Transportation, La Grande, Oregon.
- 2010. City of La Grande Historic Well Site: A Phase I Archaeological Investigation, La Grande, Oregon.
- 2010 Chas. Reynolds Rest Stop: Archaeological Monitoring of Sprinkler Installation, La Grande, Oregon, fall 2010.
- 2010 Umatilla Bridge Repair: A Phase I Survey, La Grande, Oregon, Oregon Department of Transportation, La Grande, Oregon.
- 2010 Rye Valley Project: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon, completed spring 2010.
- 2010. Ladd Snow Fence: A Phase II Survey, Oregon Department of Transportation, La Grande, Oregon, completed spring 2010.
- 2010. Ladd Snow Fence: Archaeological Monitoring, Oregon Department of Transportation, La Grande, Oregon, completed summer 2010.
- 2009. Pendleton Round Up Project: Archaeological Monitoring, Pendleton Round Up Association, Pendleton, Oregon, completed spring 2010.
- 2009. Inlow Hall Remodel Project: Archaeological Monitoring, Eastern Oregon University, La Grande.
- 2009. "D" Street Project, A Phase 2 Project, Oregon Department of Transportation, La Grande, Oregon.
- 2009. Hallgarth Quarry Project: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon, completed December 2009.
- 2009. Indian Creek Bridge Project, Oregon Department of Transportation, La Grande, Oregon, completed December 2009.
- 2009. Minam Curve Project: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon, completed February 2009.
- 2009. Minam Summit Quarry: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon, completed December 2009.
- 2009. Waste Disposal Site: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon, completed December 2009.
- 2008. Eagle Picher Mine Quarry Project: A Phase I Survey, prepared for Eagle Picher Mine, Reno, Nevada.
- 2008. Oregon Department of Transportation Buford Quarry Project: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon, completed October 2008.

- 2008. Oregon Department of Transportation Crooked Creek Quarry Project: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon, completed October 2008.
- 2008. Oregon Department of Transportation Enterprise Quarry Project: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon, completed October 2008.
- 2008. Oregon Department of Transportation Sheep Creek Quarry Project: A Phase I Survey, Oregon Department of Transportation, La Grande, Oregon, completed October 2008.

Note: ** There are 33 additional reports earlier than October 2008 and can be provided upon request.

Tyler has over 12 years' experience as a biologist and environmental specialist in the private consulting, non-profit, and government sectors, and has worked in Oregon, Idaho, Washington, Nevada, Utah, Colorado, Wyoming, and California. His fieldwork background includes conducting protocol endangered wildlife and plant species surveys, biological reconnaissance surveys, nesting bird surveys, delineating wetlands and waters, habitat functional assessments, and monitoring water quality. He has prepared environmental assessments, environmental impact statements, biological assessments, monitoring plans, mitigation plans, habitat management plans, habitat restoration plans, and wetland and waters delineation reports. Tyler has worked on a variety of project types, such as land development, transportation, emergency repair, solar development, agricultural, wastewater treatment, recreation, urban development, municipal work, and wetland and habitat restoration. Tyler also specializes in environmental permitting at the local, state, and federal levels and in navigating the complex and at times, idiosyncratic, permitting process that can vary across regions. Supplementing his environmental skills, Tyler has nine years' experience in GIS map preparation and spatial analyses for environmental data using ESRI ArcGIS applications.

RECENT PROJECTS IN OREGON

- **Elgin Wastewater Collection System Rehabilitation and Replacement, Wetland Delineation Report; OR (2020-21).** *Environmental Lead.* This project will rehabilitate and replace pipe and manholes and replace service connections. Conducted a wetland and waters delineation on 13.6 acres of land in the City of Elgin. Prepared a wetland delineation report and submitted to Oregon Department of State Lands (DSL) for approval.
- **Umatilla River Pedestrian Bridge Replacement Project, Wetland Report and Biological Assessment; Umatilla, OR (2020-21).** *Environmental Lead.* This project would replace a damaged pedestrian bridge across the Umatilla River. Conducted a wetland delineation and biological survey and prepared a biological assessment and wetland delineation report for submittal to USACE and DSL.
- **Lind Road Widening and Union Street Improvement, Biological Assessment; Umatilla, OR (2019-2020)** *Environmental Lead.* This project will widen and improve roads in an industrial area. Conducted a wetland delineation and biological survey, prepared wetland delineation report and biological assessment for submittal to USACE with permitting package. Consulted with USFWS, NMFS, and ODFW about sensitive and listed species. Submitted wetland delineation report and permit package to DSL and obtained wetland approval and permit from DSL.
- **Lind Road Mitigation Project, Wetland Delineation and Mitigation Plan; Umatilla, OR (2019-2020)** *Environmental Lead.* Conducted wetland delineation for a mitigation project along the Umatilla River. Prepared wetland delineation report and mitigation plan for submittal to USACE.



Professional Certifications

- USACE Wetland Delineation Certification No. 6730
- Senior Biological Assessment Author, WSDOT

Education

- BS, Environmental Science
Oregon State University, 2012
- MA, Liberal Arts
California State University,
Sacramento, 2006
- BA, English
California State University,
Sacramento, 2003

Experience

- Biologist
J-U-B ENGINEERS, Inc.
2018 - Present
- Technical Writer
Idaho Department of
Environmental Quality
2018
- Senior Associate Biologist
Quad Knopf (QK), Inc.
2012-2018
- Scientific Aide - California
Department of Fish and Wildlife
2012