

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Josh Peters, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: October 27, 2025

Subject: Agreement for Cultural Resources Services for Memorial Field Infrastructure Project

Statement of Issue:

A professional services agreement to provide cultural resources services for the Memorial Field Infrastructure Replacement Project has been prepared and is ready for review and approval by the Board of County Commissioners.

Analysis/Strategic Goals/Pro's & Con's:

Memorial Field is a vital resource to the Jefferson County community. This project is the culmination of a 16-year effort to fund and complete capital improvements that started in 2010 with the donation of an irrigation system by volunteers; and subsequently included renovation of the stadium roofing structure and replacement of the lighting system. The fence was left for last because it is the least critical to the core function of the facility. Replacement of the scoreboard and goal posts is also included in this project.

Fiscal Impact/Cost Benefit Analysis:

This professional services agreement for cultural resources consulting is 'not to exceed' \$60,332.90. The project as a whole ranked #1 in the 2024 RCO "Youth Athletic Facility" Grant Program (Large Project Category). The total project value is \$493,727 of which \$345,456 is RCO funded, and \$148,167 is Jefferson County grant matching funds provided by the Jefferson County Capital Fund.

Recommendation:

Approve three copies of the agreement and return two copies to Public Works.

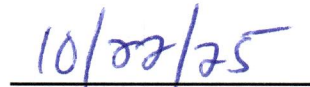
Department Contact:

Matt Tyler. 385-9129

Reviewed By:



Josh Peters, County Administrator



Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Willamette Cultural Resources Associates LTD

Contract No: PW2025-093

Contract For: Mem. Fld Renovation Cultural Resources Services Term: Upon Notice to Proceed to Completion

COUNTY DEPARTMENT:	Public Works
Contact Person:	Matt Tyler
Contact Phone:	360-385-9129
Contact email:	mt Tyler@co.jefferson.wa.us

AMOUNT: Not to Exceed \$60,332.90

Revenue:	17533402/33407/21350
Expenditure:	1755947/63000/21350
Matching Funds Required:	30% or \$18,099.60
Sources(s) of Matching Funds	JC Capital Funds
Fund #	17539700
Munis Org/Obj	397302

PROCESS:

☐	Exempt from Bid Process
☐	Cooperative Purchase
☐	Competitive Sealed Bid
☐	Small Works Roster
☐	Vendor List Bid
☐	RFP or RFQ
☒	Other: MRSC Consultant Roster

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐ Matt Tyler 10/6/25
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐ Matt Tyler 10/6/25
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 10/14/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 10/14/2025.
Standard PSA language. Pre-approved PAO template so no signature needed. Thank you for making the changes!

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

PROFESSIONAL SERVICES AGREEMENT FOR

Cultural Resources Assessment Services for Memorial Field
Infrastructure Replacement Project. RCO Grant Funded Project
#24-1768. Jefferson County Project #17521350

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Willamette Cultural Resources Associates, LTD. ("the Consultant"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Consultant is retained by the County to Conduct cultural resources assessment, survey, monitoring, coordination, permitting, reporting, and other services for the Memorial Field Infrastructure Replacement Project.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this Agreement on the dates listed on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$60,332.90 without express written modification of this Agreement signed by the County.
 - b. The Consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this Agreement and its acceptance by the County.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Indemnification. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Consultant's performance of his Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General Liability Insurance in an amount not less than a single limit of \$500,000 per occurrence and an aggregate of not less than two (2) times the occurrence

amount (\$1,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The commercial general liability insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer, and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County.

Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Consultant’s insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect all the parties and shall be primary coverage for all losses covered by the above described insurance.

Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

All deductibles in the Consultant's insurance policies shall be assumed by and be at the sole risk of the Consultant.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any insurance policy the Consultant shall provide to comply with this Agreement.

The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.

The Consultant shall provide a copy of all insurance policies specified in this Agreement.

Written notice of cancellation or change in the Consultant's insurance required by this Agreement shall reference the project name and agreement number and shall be mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.

The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

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

The Consultant shall include all subconsultants as insured under its insurance policies or shall furnish separate certificates and endorsements for each subconsultants. All insurance coverage for subconsultants shall be subject to all the requirements stated in this Agreement.

The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested.

The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

9. Worker's Compensation (Industrial Insurance).

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any subconsultant that does not have their own worker's compensation and employer's liability insurance.

The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

10. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subconsultants, employees, agents, and representatives, in

providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

11. Subcontracting Requirements. The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subconsultant to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subconsultant.

Every subconsultant must agree in writing to follow every term of this Agreement. The Consultant must provide every subconsultant's written agreement to follow every term of this Agreement before the subconsultant can perform any services under this Agreement. The County Engineer or their designee must approve any proposed subconsultants in writing.

Any dispute arising between the Consultant and any subconsultants or between subconsultants must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
13. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not

include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
16. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.
17. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Public Works
623 Sheridan Street
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

Willamette Cultural Resources Associates
655 S. Orcas St, STE 220
Seattle, WA 98108
18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.

20. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the Director of Public Works or County Engineer, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.

30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

DATED this _____ day of _____, 20_____.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Willamette Cultural Resources Associates, I

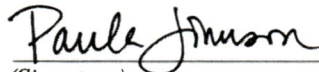
Name of Consultant

Heather Dudley-Nollette, District 1

Paula Johnson

Consultant Representative (*Please print*)

Heidi Eisenhour, District 2


(Signature)

Greg Brotherton, District 3

Senior Archaeologist/Director at Large

Title

October 17, 2025

Date

Approved as to form only:

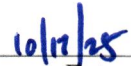
PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date

Chief Civil Deputy Prosecuting Attorney


for Monte Reinders, P.E.

Public Works Director/County Engineer


Date



WILLAMETTE
CULTURAL RESOURCES ASSOCIATES, LTD.

EXHIBIT A - SCOPE OF SERVICES

**Cultural Resources Assessment Services for Memorial Field
Infrastructure Replacement Project. RCO Grant Funded Project
#24-1768. Jefferson County Project #17521350**

To: Matt Tyler, Manager, Jefferson County Parks and Recreation
From: Paula Johnson, Senior Archaeologist, WillametteCRA
Date: September 4, 2025
Re: ***Cultural Resources Assessment for Memorial Field Infrastructure
Replacement Project, Port Townsend, Washington***

Willamette Cultural Resources Associates, Ltd. (WillametteCRA), is pleased to submit this proposal to Jefferson County to conduct a cultural resources assessment at Memorial Field, a 4-acre athletic complex bounded by Quincy Street, Washington Street, and Monroe Street in Port Townsend, Washington. The assessment would support the County's planned infrastructure improvements, including fence removal and installation of new fences, retaining walls, and goal posts (the Project).

According to the State of Washington Department of Archaeology and Historic Preservation's (DAHP's) Washington Information System for Architectural and Archaeological Records Data (WISAARD), Memorial Field is located in an area considered "Very High Risk" for encountering cultural resources. It is also located within the Port Townsend Historic District, listed on the National Register of Historic Places (NRHP). A cultural resources assessment was conducted on site in 2018, in advance of lighting upgrades ("Cultural Resources Assessment for Memorial Field Lighting Project, Port Townsend, Washington," M. Berger, March 29, 2018). While this assessment did not identify any archaeological resources, subsequent construction activities encountered archaeological materials in the northern portion of the park. These materials were documented as the "Memorial Field Site" (45JE408). An off-site location where sediments bearing cultural materials were transported was also designated an archaeological site (45JE409). The sites contain precontact and historic-era deposits, as well as one human bone. The sites are described in two 2019 reports, listed below, and an Archaeological Management Plan (AMP) for Memorial Field was also drafted and remains in place:

- *Revised Archaeological Report: Jefferson County Memorial Athletic Field Lighting Replacement Project, Port Townsend, Washington*, L.M. Syvertson, K.R. Bush, and R.H. Gargett, March 5, 2019.
- *Final Archaeological Report Jefferson County Memorial Field Lighting Project*, K. Bush and C. Hester, December 10, 2019.
- *Archaeological Management Plan: Jefferson County Memorial Athletic Field, Port Townsend, Washington*, S. Humphries and K. Bush, August 1, 2019.

The current Project will be funded by a Washington State Recreation and Conservation Office (RCO) grant (RCO #24-1768), making the project subject to Governor's Executive Order (EO) 21-02. EO 21-02 requires state agencies using capital funds to consider how proposed project activities may impact cultural resources. Furthermore, absent a federal nexus, the Project

activities cannot disturb any portion of site 45JE408 or its contents without an archaeological excavation or monitoring permit from DAHP.

A Site Plan emailed to WillametteCRA on July 28, 2025, and represented in Figure 1 of this proposal, outlines activities associated with the proposed Project. Figure 1 also displays the 45JE408 site boundaries relative to the proposed Project activities and the “Critical Area” for buried cultural resources, as defined by the AMP. According to your emails, we understand that ground disturbing activities will include the actions specified in Table 1. Each action is accompanied by an estimated depth of disturbance, location within or outside of the “Critical Area,” and archaeological review recommendation.

Table 1. Memorial Field Project Actions Relative to 45JE408 Critical Area

Action	Depth of ground disturbance	Inside “Critical Area”?	Archaeological review recommendation, per AMP
Install new football goal posts (2 holes, each 5 ft x 5 ft)	76 in	No	Depth exceeds 18 in, requires archaeological review
Remove old concrete fence foundations	24 in – 48 in	Yes - 687 linear ft No - 847 linear ft	Depth exceeds 18 in and partially in Critical Area, archaeological review required
Install new chain link fence foundations (200 holes, each 12 in x 24 in)	33 in – 40 in	Yes – 687 linear ft No - 847 linear ft	Depth exceeds 18 in and partially in Critical Area, archaeological review required
Remove two gates & gate post foundations	48 in – 60 in	No	Depth exceeds 18 in, requires archaeological review
Install new gate post foundations (4 holes, 16 in x 36 in)	48 in – 60 in	No	Depth exceeds 18 in, requires archaeological review
Install new 156 ft long retaining wall (concrete ‘eco-blocks’) set into ground	6 in – 12 in	No	Possible review required for “large scale ground disturbance outside the critical area”

The Project also includes replacement of the scoreboard, which will make use of previously excavated foundations and will not entail any ground disturbance, so this activity is not subject to archaeological review. We understand that no new utility lines or staging areas will be installed at any point during this project.

Our proposed scope follows, including the assumptions that underlie both the schedule and associated costs. A professional archaeologist who meets or exceeds the Secretary of the Interior’s Qualifications Standards will supervise completion of the work, and the report can be used to fulfill County, State, and Tribal requirements.

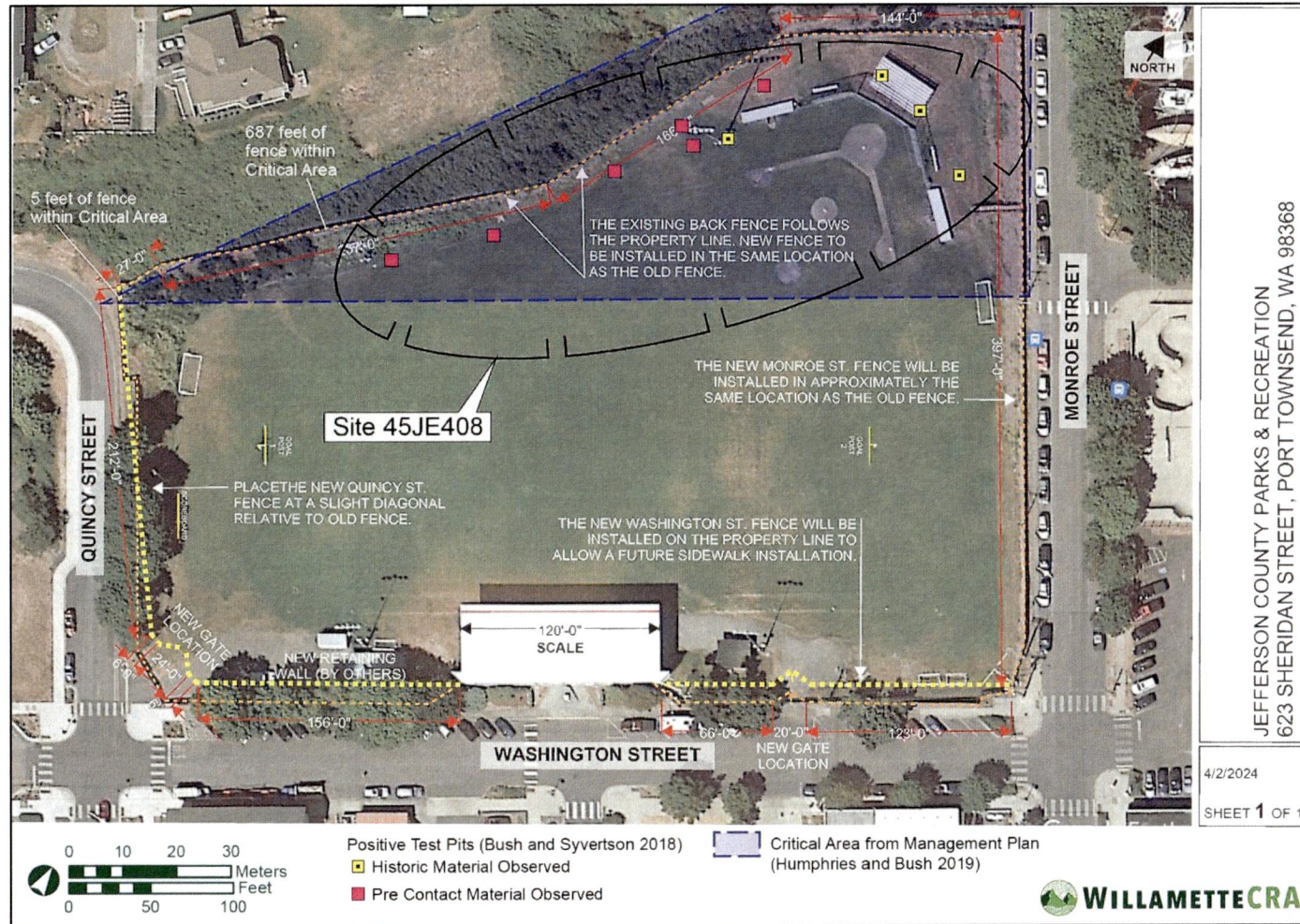


Figure 1. Archaeological site 45JE408 boundaries (Bush and Syvertson 2018) and “Critical Area” relative to planned Memorial Field Infrastructure Improvements (Humphries and Bush 2019: Figure 6).

Scope of Work

The Scope of Work is based on the following understandings:

- The fences along the east, west, and north sides of Memorial Field are on relatively steep slopes.
- Any construction activities inside the two dimensional boundaries of 45JE408 will require a permit from DAHP. Consultation with DAHP, RCO, and Affected Tribes will determine whether a monitoring permit or an excavation permit will be required. It is possible that cultural survey tasks will require a permit as well. The current scope of work includes one permit application. Depending on the results of consultation, a permit amendment or separate permit may be required, which will be scoped separately if needed.
- Monitoring during construction is anticipated to be required; the extent of monitoring is still to be determined. Ten days of monitoring are included in the current scope of work.

Task 1. Project Management & Tribal Coordination

The WillametteCRA Project Manager (PM) will coordinate with Jefferson County Parks and Recreation regarding schedule, budget, and deliverables. Additionally, WillametteCRA will coordinate with RCO and DAHP regarding the Project and refine the cultural resources methods.

The Archaeological Management Plan (AMP) for Memorial Field (Humphries and Bush 2019) describes the park as part of the original S'Klallam village site, according to both the Jamestown S'Klallam Tribe and Port Gamble S'Klallam Tribe. Due to the cultural and historical significance of this location, the AMP specifies that Jefferson County "should engage in annual formal consultation with both Tribes and also regular coordination, where appropriate, on projects within Memorial Park" (Humphries and Bush 2019:7). Accordingly, WillametteCRA assumes that the County and RCO will coordinate with these Tribes regarding the current Project and that the DAHP Monitoring Permit Application (Task 2) will also be reviewed by them. The WillametteCRA PM will contact affected Tribes prior to fieldwork for information or concerns the Tribes may have regarding cultural resources and to notify them of our fieldwork schedule. At this time, we assume affected Tribes to be the Port Gamble S'Klallam Tribe, the Jamestown S'Klallam Tribe, the Lower Elwha Klallam Tribe, and the Suquamish Tribe.

Task 2. DAHP Monitoring Permit & Logistics

The WillametteCRA PM will prepare a Washington State Archaeological Permit application (monitoring or excavation version to be determined during Task 1 consultation) for submission to DAHP. Securing a DAHP permit is a necessary step prior to initiating project activities near site 45JE408. If a monitoring permit application is advised, it will include a data recovery component, to be instituted if cultural materials are observed. The review period for a DAHP permit application can take 30 or more days from the date of submission.

As part of the DAHP permit application work, WillametteCRA will review the documents associated with cultural resources work at Memorial Field to date. We will also search online records in the WISAARD database to update documented cultural resources in the immediate area. Other background information on the natural setting of the project, geotechnical information (if available), ethnographic sources, information the Tribes would like to include about the history of the Project Area, historical records, maps, and photographs of the area will also be incorporated.

Prior to fieldwork specified in Task 3, the WillametteCRA Field Director will travel to the project site and mark the areas for shovel probing with white paint to facilitate a utility locate request.

Task 3. Archaeological Field Survey

WillametteCRA will conduct a pedestrian and shovel probe (SP) survey along portions of the newly proposed fence and retaining wall alignment, as well as at the goal post removal locations. The field survey will be limited to the western (Quincy St), southern (Washington St), and eastern (Monroe St) alignments associated with perimeter fence, retaining wall, and gate installations, estimated to be approximately 1,000 linear ft (305 meters [m]), plus the two goal posts. The majority of this alignment is outside of the Critical Area, with just under one-half of the eastern (Monroe St) alignment located within the Critical Area.

Pedestrian survey will consist of transects spaced no greater than 20 meters (m) apart. WillametteCRA will also conduct a shovel probe survey, including **excavation of up to 20 subsurface probes**. The probes will be excavated at 20 m intervals. This total includes up to 16 SPs for the perimeter fence/retaining wall/gate alignments, 2 SPs for the goals posts, and 2 SPs excavated along the alignment around a positive SP. Probes will be excavated to a minimum of 1 m below surface by shovel and then extended by auger:

- **Fence alignment:** SPs will be excavated by shovel to 1 m and augered an additional 40 cm below surface. The total SP depth (1.4 m, or ~56 in) will be sufficient to sample the depths required by the proposed perimeter fence foundations plus a vertical buffer of ~20 cm.
- **Gates:** SPs will be excavated by shovel and auger to 1.8 m depth, which equates to the anticipated depth of new gate post foundations plus a ~20 cm vertical buffer.
- **Goal posts:** SPs will be excavated by shovel and auger to 2.2 m depth, which includes the anticipated depth of new footings plus a ~20 cm vertical buffer.

Probes may be terminated at shallower depths if verifiably sterile Pleistocene glacial sediments are reached or in cases where impassable obstructions prevent excavation to the desired depth below surface. Probe placement also depends on the extent of accessible surfaces; we will not excavate probes within the right-of-way of the existing electrical lines, existing gravel or asphalt surfaces, or over existing utilities. Information on stratigraphy and cultural content of each probe will be documented on standard field forms, and probe locations recorded with a GPS unit. Artifacts, if found, will not be collected; they will be documented, photographed, bagged, and returned to their respective probes before backfilling. If a shovel probe is positive, we will

excavate additional probes to determine the extent of cultural materials as time and budget allows. Additional site delineation, if necessary, would require a budget revision and additional mobilization to be approved by the client.

The field survey is anticipated to take two, 10-hour days by one Field Director and two Field Technicians, including transportation to and from Seattle. This proposal assumes the crew will lodge in Port Townsend for one night. *(Please see "Contingent Task" for additional fieldwork that may be required by RCO and/or DAHP.)*

Task 4. Survey Report & Site Form Preparation

Within 1 business day of fieldwork completion, WillametteCRA will prepare an e-mail summarizing the survey results and findings. WillametteCRA will prepare one draft technical report that meets County, RCO, and DAHP standards within one month of fieldwork completion. The report will briefly summarize background information of the Project's natural and cultural setting, expectations derived from that information, field methodology and results of fieldwork, discussion of the results, and recommendations regarding management measures for any cultural resources identified within the Project Area. We will prepare an archaeological site update form for site 45JE408 if additional cultural materials are encountered during the field survey and submit it to WISAARD for review. The site update form also will be appended to the report. We assume one round of draft report review by the County and by RCO, and that draft and final versions of the report will be produced as electronic documents.

Task 5. Monitoring and Monitoring Report

Based on information from RCO, WillametteCRA and Jefferson County assume that RCO will require monitoring of all ground disturbance within site boundaries. WillametteCRA will monitor up to 10 days of ground disturbance. Following completion of monitoring, WillametteCRA will prepare a monitoring report that will meet DAHP and RCO reporting guidelines. If RCO approves and the permit allows, the results of monitoring will be incorporated into the Task 4 report. Note that if monitoring is scheduled for

Contingent Field Task

A contingent task is included should RCO and/or DAHP require a shovel probe survey for the fence installation on the northern and northwestern perimeter within the Critical Area during Task 1 consultation. A WillametteCRA field crew will excavate an additional 20 shovel probes adjacent to the 547 ft (167 m) of fenceline positioned along the bluff. Shovel probes will be excavated approximately 1 m inward from the existing fence (toward the field) and placed every 10 m along the alignment; the tighter intervals reflect the higher risk in this location of encountering materials associated with 45JE408. This probe total includes 4 additional probes for delineating a positive find. This task includes additional reporting time to prepare expanded shovel probe table for the report. Additional direct costs associated with lodging and per diem apply.

Assumptions

- Any archaeological monitoring or other archaeological fieldwork within the 45JE408 site boundaries can only proceed upon DAHP's issuance of an Archaeological Monitoring Permit. The permit review period is approximately 45 days from application submittal, which includes time for DAHP to review and then submit for a 30-day Tribal review.
- Archaeological monitoring task is based on assumption of up to 3 mobilizations with 10 days of monitoring: 3 days for removal of existing fence posts, 3 days for installation of new fence posts, 1 day for installation of goal posts, and 3 days of contingency if cultural materials are observed.
- All meetings will be held over the phone or via Zoom or Teams; no travel time or mileage costs will be incurred for meetings.
- Jefferson County will coordinate property entry.
- Areas to be surveyed are free of dense vegetation that would inhibit safe pedestrian movement; the ground surface is accessible to field archaeologists and their tools.
- No historic built environment resources require documentation for this Project.
- If cultural materials are identified during field survey, one site form (presumably an update to site 45JE408) will be completed and uploaded to DAHP.
- RCO will set up the project in DAHP's WISAARD database and will add WillametteCRA as editors to the Project so that the site form update can be prepared.
- The current scope and budget do not address any additional archaeological survey that may be required if the Project footprint expands or staging areas are added to the project. It also does not address data recovery of deposits associated with 45JE408.

Cost Estimate

The projected cost is \$50,428.20 for the present scope of work and \$9,904.70 for the contingent task; please reference the attached spreadsheet for further cost detail. This would be a time-and-materials agreement not to exceed the projected cost referenced above without prior written authorization from Jefferson County.

Project Timeline

WillametteCRA would initiate Tasks 1 and 2 upon receiving notice to proceed. Task 3 fieldwork will be scheduled following receipt of the DAHP permit. The archaeological site form and draft technical report (Task 4) will be provided within one (1) month of fieldwork completion, and the final report will be provided within ten (10) business days of receiving review comments on the draft. Task 5 monitoring will be coordinated with contractor and the schedule will be determined by others; monitoring report will be submitted within 20 business days of completion of monitoring.

This proposal and cost estimate are valid for the next 90 days. If you have any questions about this scope or need additional information, please do not hesitate to ask. We look forward to the opportunity to work with you.



WILLAMETTE

CULTURAL RESOURCES ASSOCIATES, LTD.

Project Jefferson County, Memorial Field Infrastructure Replacement Project Cultural Resources Support
Date: Valid for 90 days from September 30, 2025

Labor		Task 1		Task 2		Task 3		Task 4		Task 5		Total	
		Project Management & Tribal Coordination		DAHP Permit & Logistics		Archaeological Field Survey		Report & Site Form Preparation		Monitoring & Monitoring Report			
Labor Category	Hourly Rate	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total
Senior Archaeologist III	\$ 225.00	6	\$ 1,350.00	8	\$ 1,800.00	0	\$ -	2	\$ 450.00	2	\$ 450.00	18	\$ 4,050.00
Senior Archaeologist II	\$ 150.00	12	\$ 1,800.00	40	\$ 6,000.00	0	\$ -	24	\$ 3,600.00	12	\$ 1,800.00	88	\$ 13,200.00
Archaeologist II	\$ 115.00	2	\$ 230.00	12	\$ 1,380.00	20	\$ 2,300.00	16	\$ 1,840.00	120	\$ 13,800.00	170	\$ 19,550.00
Archaeologist	\$ 95.00	0	\$ -	2	\$ 190.00	40	\$ 3,800.00	0	\$ -	0	\$ -	42	\$ 3,990.00
Senior GIS Analyst	\$ 165.00	0	\$ -	8	\$ 1,320.00	0	\$ -	8	\$ 1,320.00	4	\$ 660.00	20	\$ 3,300.00
Technical Editor	\$ 105.00	0	\$ -	2	\$ 210.00	0	\$ -	3	\$ 315.00	2	\$ 210.00	7	\$ 735.00
Coordinator	\$ 105.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 210.00
Labor Subtotal		22	\$ 3,590.00	72	\$ 10,900.00	60	\$ 6,100.00	53	\$ 7,525.00	140	\$ 16,920.00	347	\$ 45,035.00

Direct Costs												Total	
Description	Rate	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total
Vehicle Day (Truck)	\$ 117.00	0	\$ -	0	\$ -	3	\$ 351.00	0	\$ -	0	\$ -	3	\$ 351.00
Lodging	\$ 137.00	0	\$ -	0	\$ -	3	\$ 411.00	0	\$ -	12	\$ 1,644.00	15	\$ 2,055.00
Lodging tax (10%)	\$ 13.70	0	\$ -	0	\$ -	3	\$ 41.10	0	\$ -	12	\$ 164.40	15	\$ 205.50
Per Diem - Full Day	\$ 92.00	0	\$ -	0	\$ -	6	\$ 552.00	0	\$ -	12	\$ 1,104.00	18	\$ 1,656.00
Gas	\$ 4.50	0	\$ -	0	\$ -	15	\$ 67.50	0	\$ -	0	\$ -	15	\$ 67.50
GPS Unit Fee	\$ 50.00	0	\$ -	0	\$ -	2	\$ 100.00	0	\$ -	0	\$ -	2	\$ 100.00
Personal Vehicle Use	\$ 0.700	0	\$ -	240	\$ 168.00	0	\$ -	0	\$ -	960	\$ 672.00	1,200	\$ 840.00
Ferry/Tolls	\$ 19.70	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 118.20	6	\$ 118.20
DC Subtotal		0	\$ -	240	\$ 168.00	32	\$ 1,522.60	0	\$ -	1002	\$ 3,702.60	1,274	\$ 5,393.20

Total Price

Description	
Labor	\$ 45,035.00
Direct Costs	\$ 5,393.20
Project Total	\$ 50,428.20

Assumptions:

Access	Provided by the County
Probes/Acres	Up to 20 augered probes
Field methods	Pedestrian, shovel probe surveys
# of mobilizations	5 (1 for utility locate, 1 for survey, up to 3 for monitoring)
# of resources	1
# of artifacts/curation fees	0