

**PRELIMINARY AGENDA FOR REGULAR MEETING**

**July 17, 2024**

**I. EXECUTIVE SESSION**

**11:45 AM**

One matter related to proposals made during professional negotiations.  
**RCW 42.30.140(4)(b)**

**II. OPEN SESSION**

**12:00 PM**

Pledge of Allegiance

**PUBLIC COMMENT: ITEMS ON THE AGENDA**

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

**CONSENT ITEMS**

All matters listed under Consent Items have been distributed to each member of the Commission for review, are considered routine, and will be enacted by the motion of the Commission with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

**A.** Approval of Minutes of the Regular Meeting on July 3, 2024

**B.** Approval of Checks

**NEW BUSINESS/DISCUSSION ITEMS**

**C.** American Cruise Lines Lease – Derek Jaeger

**D.** Kiva United Energy New Lease – Derek Jaeger

**E.** CEO Contract – Commission

**F.** Black Pearl Pathway Contract- Contract Manager Debra Itzen

**PUBLIC COMMENT #2:**

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

**ACTION ITEMS**

**G.** American Cruise Lines Lease

**H.** CEO Contract

**I.** Black Pearl Pathway Contract

**STAFF REPORTS & COMMENTS**

**COMMISSIONER REPORTS & DISCUSSION**

**ADJOURN REGULAR MEETING**

**Regular business and meetings that members of the Commission may attend:**

<b><u>Date</u></b>	<b><u>Meeting</u></b>
July 25, 2024 11:30 a.m. – 1 p.m.	Lunch with Dave
July 26, 2024 7 p.m. – 9 p.m.	Summer Concert at the Port
August 2, 2024 5 p.m. – 8 p.m.	First Friday Downtown Camas
August 21, 2024 11 a.m. - 12 p.m.	Workshop: Rkm Presentation
August 24, 2024 11 a.m. – 3 p.m.	Wheels & Wings

(\*Denotes events in which two (2) or more Commissioners may attend)

Join the meeting on the Conference Call Line: (253) 215-8782

Meeting ID: 829 0393 6339, Password: 154722 or via this video link:

<https://us06web.zoom.us/j/82903936339?pwd=U01pdWY1V0tES3dMZWFkNjJNbUNVZz09>

**MINUTES OF THE REGULAR COMMISSION MEETING**  
**PORT OF CAMAS-WASHOUGAL**  
**July 3, 2024**

By: Mackenzey Thomason, Administrative Assistant

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually on Wednesday, July 3, 2024, at 12 p.m.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer David Ripp, Environmental Project Manager Jennifer Taylor, Contract Manager Debra Itzen, Attorney Carolyn Lake, Administrative Assistant Mackenzey Thomason, and members of the press and public. The public has access through a designated Zoom conference call line or video link.

At 12:00 p.m. following the Pledge of Allegiance, Commissioner Keister called to open the Regular Session public meeting to order. The recording for the meeting began at 12:32 pm due to a technical error and the chat function has been disabled. The Commission will meet in an executive session at the end of the public meeting agenda. The executive session is under RCW 42.30.140 (4)(b) to review proposals made during professional negotiations while in process. The executive session is expected to last 30 minutes and no decisions will be made.

**PUBLIC COMMENT #1 (Items on the Agenda):**

**Mayor of Washougal David Stuebe-**

Mayor Stuebe stated he received the Port's annual report in the mail. Stuebe thanked the Port for the continued partnership.

**CONSENT ITEMS**

**Minutes & Checks**

Minutes from the Regular Meeting on June 18, 2024, Special Meeting on June 20<sup>th</sup>, and Special Meeting on June 25<sup>th</sup>, electronic payments, and the issuance of general fund checks 9615-9636 and printed checks 50171-50172 in the total amount of \$267,414.78, The Anti-Harassment Policy, Resolutions 8-24, 9-24 & 10-24, and the Contracts Revision were presented for approval. After a brief discussion, a motion was made by Commissioner Spencer and seconded by Commissioner Marshall, and the consent items were carried unanimously.

**NEW BUSINESS/DISCUSSION ITEMS:**

**Rail Contract- Contract Manager Debra Itzen:**

Itzen stated this project is to remove and replace the rail crossing at 28<sup>th</sup> and Index Street in the Industrial Park. Itzen explained the asphalt around the crossing has deteriorated over time and caused the rail to protrude. Itzen stated that removing and replacing the rail crossing will allow for improved safety. Itzen explained the project will cost the Port \$136,243.26 and has been budgeted for. Approval will be requested during action items.

**Kiva United Energy New Lease- CEO David Ripp:**

Ripp stated Kiva is a long-term Port tenant that leases land & spurs new 28<sup>th</sup> street for the operation of their propane storage. Ripp explained Kiva is undergoing a re-organization with their

Canadian counterpart and will have a name change to Kiva United Energy. Ripp explained due to this name change the company would like the opportunity to simplify their lease. In doing so, Kiva would like to terminate their current lease and structure everything more appropriately in a new draft.

**American Cruise Lines Discussion-CEO David Ripp:**

Ripp stated American Cruise Lines is currently in a one-year docking agreement and would like the opportunity to sign a new two-year lease. Ripp stated the frequency of docking would be equivalent to their current 2024 schedule. Ripp explained that the Port would like to negotiate the rate to an annual flat fee to improve billing and tracking efficiency. Ripp stated the estimated revenue from the agreement would be \$140,000 for two years. Ripp also mentioned the Port has been monitoring the complaints from the marina tenants about the fumes and noise. Ripp stated Jaeger will provide an analysis at the next commission meeting later in the month. Commissioner Marshall commented that she had thought the Port of Vancouver would become ACL's host after their dock project is complete in two years. Marshall stated it is important to communicate with the Port of Vancouver to understand if this is true. Marshall emphasized the importance of the Port's sustainability goals. Commissioner Spencer stated the marina tenants' comments about the fumes coming from the cruise ships were concerning. Spencer stated he felt as though we were giving the cruise ships a lot of space on the dock with little beneficial impact on the Camas and Washougal communities. Commission and staff will continue to have deeper discussions before coming to a decision.

**Marina Loop Accept as Completed- Contract Manager Debra Itzen:**

Itzen stated the paperwork had been completed to ensure the completion of the marina loop project. Environmental Project Manager Jennifer Taylor commented that the Port was lucky to have an agreeable contractor and public cooperation. Taylor stated the Port had communicated with the public via social media outlets and posters that the parking would be closed during that time. Taylor stated she was thrilled to add additional parking spaces and fix the concrete around the public restroom. Approval will be requested during action items.

**PUBLIC COMMENT #2 :**

**Executive Director of the Clark County Historical Museum Brad Richardson-**

Richardson stated it was great to hear about the American Cruise Line opportunities. Richardson stated he would like to propose a site-seeing shuttle that would come to museums and businesses in the area. Richardson mentioned the use of lodging tax funds for this to happen potentially.

**ACTION ITEMS:**

**Rail Contract-**

Commissioner Keister requested formal approval of the Rail Contract as presented during discussion items. Upon motion by Commissioner Marshall seconded by Commissioner Spencer and carried unanimously, the Rail Contract was approved effective July 3, 2024.

**Marina Loop Accept as Completed-**

Commissioner Keister requested formal approval of Marina Loop Accept as Completed as presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously, Marina Loop Accept as Completed was approved effective July 3, 2024.

## **STAFF REPORTS & COMMENTS**

### **Chief Executive Officer-**

Ripp stated he met with several Grove Field Airport pilots the other day to discuss the current pattern altitude. Ripp stated changing the altitude from 800' AGL to 1000' AGL was discussed. Ripp indicated half of the group he met with was against changing it and half felt being proactive instead of reactive is the reason for the change. Ripp stated that the determining factor for this will be population growth in the future. Ripp stated it was agreed upon to schedule a meeting with CWAA in August to discuss this further. Ripp also mentioned RKM would like to meet and suggested they come to the Port's August 21<sup>st</sup> meeting and give a waterfront update for phases 1, 2, and 3 at 11 am as part of the workshop. Ripp stated he had attended a virtual seminar that provided a progress update on efforts to decarbonize travel from Washington, British Columbia, and Alaska. Ripp stated the overall goal is to have four cruise lines operating in 2032 on green methanol. Commission and staff stated it was great to see the Port of Seattle being a key player. Ripp mentioned that he and Jaeger met with Nancy from the Treasure House to discuss the Courthouse's planning and offered a potential partnership for redevelopment in the future.

### **Upcoming Events:**

July 25<sup>th</sup> Lunch with Dave at Excelsior High School

July 26<sup>th</sup> Summer Concert at the Port

Commissioner Keister noted that the meeting recording began at 12:32 pm due to technical difficulties.

### **Contract Manager Debra Itzen:**

Itzen stated she has been working with Taylor on miscellaneous contracts and it's been business as usual.

### **Environmental Project Manager Jennifer Taylor:**

Taylor stated she was working on the Waterfront Soils Removal project and the Black Pearl trail project which should be completed this fall. Taylor stated the Green Business Morning Blend meeting is on July 11<sup>th</sup> in the Port conference room. Taylor also mentioned July 13<sup>th</sup> there is a river beach cleanup put on by the Watershed Alliance at Cottonwood Beach.

## **COMMISSIONER REPORTS & DISCUSSION**

### **Commissioner Marshall**

Marshall thanked Port staff for the annual strategic planning budget meeting last week. Marshall stated she loves how the Port's budgeting process works. Marshall stated she has heard positive feedback from the public regarding Freedom Boats.

### **Commissioner Spencer**

Spencer stated he received an email from the Washougal Arts Commission, and it got him thinking about the Port's art fund. Spencer stated he would like to reply asking them if they would like to partner. Spencer mentioned potentially putting an art display along the Black Pearl trail after completed. Spencer also said Happy 4<sup>th</sup> of July to everyone.

### **Commissioner Keister**

Keister stated he also attended the Green Water Way virtual meeting. Keister stated he attended the regional transportation council and they spoke about walkable mobility institutes in their communities. Keister stated he has attended the RTC meetings over the past five or six years and they have promoted walkability and bike-ability through Clark and Skamania counties.

The regular meeting adjourned at 12:44 pm. The commission moved into an executive session that was expected to last 30 minutes to review proposals made during professional negotiations. The executive session began at 12:45 pm and adjourned at 1:15 pm. No decisions were made.

PORT OF CAMAS-WASHOUGAL COMMISSION

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Commissioners

## Port of Camas-Washougal Staff Report

**DEPARTMENT:**

**FOR THE AGENDA OF:**

**RECOMMENDATION:**

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**SUMMARY:**

**BUDGET IMPACT:**

N/A

Yes, describe:

**SUSTAINABILITY IMPLICATIONS:**

N/A

Yes, describe:

**DEI IMPLICATIONS:**

N/A

Yes, describe:

**American Cruise Lines  
DOCKING AGREEMENT**

PORT	CUSTOMER
NAME : Port of Camas-Washougal ADDRESS : 24 South A Street CITY, ST, ZIP : Washougal, WA 98671  CONTACT : <b>David Ripp, CEO</b> OFFICE : (360) 835-2196 MOBILE : E-MAIL : <a href="mailto:David@portcw.com">David@portcw.com</a>	NAME : American Cruise Lines  ADDRESS : 741 Boston Post Rd. Suite 200 CITY, ST, ZIP : Guilford, CT 06437 CONTACT : <b>Charles B. Robertson, CEO</b>  TELEPHONE : (203) 453-7394 FACSIMILE : E-MAIL : <a href="mailto:cbrobertson@americancruiselines.com">cbrobertson@americancruiselines.com</a>  <u>Port Scheduling</u> : <b>Eric Dussault, Dir. Port Ops</b> <u>Inquiries</u> : (203) 909 2103 <a href="mailto:eric.dussault@americancruiselines.com">eric.dussault@americancruiselines.com</a>  <u>Vessel Operation</u> : <b>Eric Dussault, Dir. Port Ops</b> <u>Inquiries</u> : (203) 909 2103 <a href="mailto:eric.dussault@americancruiselines.com">eric.dussault@americancruiselines.com</a>
FACILITY	RATES/CHARGES
Port of Camas-Washougal Washougal, WA 98671  Dock & Breakwater located at Columbia River MM 121.8 45.57711752282576, -122.37888470393155 ("Dock")	Customer shall pay a per-stop docking fee of <b>\$2.50</b> dollar (USD) per linear foot, per vessel, per stop ("Fee"). The Port will invoice Customer at the end of each month. Payment is due by 10th of the following month. Any balance owing will be charged a 5% late fee plus interest accruing at one and one-half percent (1.5%) per month from the date due until paid. In the event this account is referred to collection, The Customer agrees to pay all collection fees permitted by law, including the Port's attorney fees and costs for trial, appeal, and in anticipation of same.
DESCRIPTION/PURPOSE OF ACCESS/USE	
<p>THIS AGREEMENT is made and entered into by and between the PORT OF CAMAS-WASHOUGAL, a Washington state public port district, hereinafter referred to as the "Port," and American Cruise Lines, a company licensed to do business in the State of Washington, hereinafter referred to as the "Customer" ("Agreement").</p> <p>The Facility will be utilized to embark and disembark passengers, to receive supplies aboard the boat, to off-load trash for proper shore side disposal, to perform maintenance work of a minor nature, and other activities that are consistent with the operation of an up-scale overnight excursion vessel.</p>	

1. Basic Agreement: In consideration of the Rates/Charges referenced in the relevant box above, Port hereby grants to Customer access to and use of the Facility and Dock as defined above, for the purposes described above. Port and Customer agree that Customer access will occur weekly between the approximate times of 6 AM-10 PM, and on other dates and times as mutually agreed upon and pursuant to Customer docking schedule attached as Exhibit A ("Docking Schedule"). Unless otherwise directed, the Customer shall use the most Easterly end of the Dock for loading and unloading passengers, when departing and arriving to and from tours and when idle. The Customer shall coordinate its operations with



those of the Port and any other users of the Facility and Dock to minimize interference with the Port or any other party. The Customer shall keep the Facility and Dock clear of all equipment and supplies belonging to or incidental to the business of the Customer when not needed for its vessel operations. The Port also agrees to provide a designated bus staging area at such location(s) as the Port may designate of sufficient area for 2 buses to transport Customer's passengers. Other than making the staging area available, the Port accepts no responsibility for bus availability, use or passenger transport.

(i) Customer may schedule docking dates and times twenty-four (24) months or more in advance, and

(ii) The Port and Customer acknowledge that Customer's cruise schedules can change at times on short notice due to a number of factors, including but not limited to river and other environmental conditions, and agree that Customer's preferred docking status gives Customer the ability to request dates at any time throughout the cruising season, which is generally defined to be March 31<sup>st</sup> to November 8<sup>th</sup>. Customer agrees to provide the Port with as much notice as possible with any changes to the Docking Schedule and the anticipated dates the Customer will require access to and use of the Dock and Facility.

2. Term and Termination. This Agreement shall commence upon its date of execution, shall have a term of **two (2) years**. The Port may terminate this Agreement at any time in its sole and absolute discretion upon written notice to the Customer ("Notice"), with such termination effective as of the end of any calendar day specified in the Notice, provided, however, said termination shall not take effect until the later of 30 days after the date of the Notice or at the end of the last date of any date then currently scheduled on the Docking Schedule for that current year/season. The Customer may terminate this Agreement at any time in its sole and absolute discretion upon notice to the Port, with such termination to be effective as of the date and time specified in such Notice. Termination by Customer shall be without any liability to the Port if the Port in its sole and absolute discretion accepts such termination.

3. Security Deposit. In compliance with the requirements of RCW 53.08.085 (as presently codified or hereafter amended) and other laws of the State of Washington, Customer agrees it will secure its performance of all obligations under this Agreement by posting a security deposit in the amount of ten thousand US dollars (\$10,000.00) or by procuring and maintaining, during the term of this Lease, a corporate surety bond (the "Bond") or by providing other financial security ("Security") satisfactory to the Port in like amount.

4. Water. Potable water is available at cost from the Port's water system at Breakwater. Advance notice is required for water by contacting Eric Plantenberg at the Port office 360-798-5219. The Port will meter the water taken by the Customer on a monthly basis and invoice the Customer at the end of the usage month. Rate charged will be based on the metered usage by the Customer and rate charged from the City of Washougal. The Customer agrees to pay by the 10th of the month following usage.

5. Garbage. Garbage service is available at Breakwater and must be coordinated and paid directly by the Customer to their service provider. Port staff will coordinate dumpster location with the Customer. Customer will be responsible for loading their garbage into the dumpster.

6. Other Utilities. If any utilities are available at the Facility and Customer elects to connect to and/or utilize such utilities during its visit, Customer agrees to be responsible for and to pay any and all connection and/or usage charges.

7. Insurance. The Customer agrees to provide insurance as follows: Protection and indemnity insurance and general liability or marine liability insurance covering bodily injury liability (including death), personal injury liability, property damage liability, blanket contractual liability, workers compensation insurance (including longshoremen and harbor workers act coverage, and Jones Act coverage, to the extent applicable or required under applicable State and Federal law) for all operations and activities while moored at the Port Facility and Dock or operating on or about the Port Facility and Dock. Such insurance shall be in the amount of at least \$5,000,000 combined single limit of liability. The Port shall be named as an

additional insured with an endorsement at least as broad as ISO CG 20 10 10 01. The Customer shall provide proof of insurance by a certificate of insurance and copy of additional insured endorsement satisfactory to the Port evidencing above coverage and naming the Port added as an additional insured prior to conducting any operations at the Port Facility and Dock.

8. Indemnification. The Customer agrees to defend (with attorneys approved by the Port), indemnify and hold harmless the Port, its agents, servants, employees and officials from any and all liability or claims for damages to or from third parties, or other persons, including physical damage to any Port property caused by the negligent or other wrongful act or omissions of the Customer or the agents, servants, employees, directors, officers, representatives, contractors, subcontractors, consultants, subconsultants, vendors, officials, guests, licensees, customers or invitees of the Customer (“Customer Parties”), arising or alleged to arise out of or related to the use by the Customer of the Port Facility and Dock and related and adjoining facilities, including bus staging area, for dockage of its vessel as above described or other operations of the Customer on or about the Port Dock and Facility and does further agree to defend and indemnify and pay the expense of defending any action that may be commenced against the Port, its agents, servants, employees or officials by any third person or other person alleging any injury or damage arising out of or related to the dockage or use of the Port’s Dock and Facility.

9. Permits. The Customer shall obtain and maintain all permits and licenses required for the conduct of the Customer’s business at the Facility and Dock and at the Port’s request shall provide a copy of all such permits and licenses and all renewals thereof to the Port. The Customer shall promptly and diligently observe and comply with all applicable laws, rules, regulations, standards, ordinances, permits and permit requirements, licenses and license requirements, franchises and franchise requirements, orders, decrees, policies, and other requirements of all federal, state, county, city, or other local jurisdiction governmental or public or quasi-public bodies, departments, agencies, bureaus, offices or subdivisions thereof, or other authority, which may be applicable to or have authority over the Port Facility and Dock or surrounding area or any improvements on the Facility and Dock, or over the Customer as they pertain to the Customer’s operations on or about the Facility and Dock, or any activity conducted on or about the Facility and Dock including, but not limited to, those of the Port, and including, but not limited to, those pertaining to police, fire, safety, sanitation, environment, storm water, odor, dust and other emissions, and noise, all as currently in effect or as hereafter adopted, enacted, passed, directed, issued, or amended, and all obligations and conditions of all instruments of record at any time during the term of this Agreement (collectively “Applicable Law”). Without limiting the foregoing, The Customer shall make any alterations or improvements to the Facility and Dock required to comply with the requirements of this section. In addition to any other indemnity under this Agreement, the Customer shall defend (with attorneys approved by the Port), indemnify, and hold the Port harmless against all civil or criminal claims, costs (including but not limited to reasonable attorney fees), expenses, fees, fines, penalties, liabilities, losses, and damages that the Port incurs by reason of any third party (including but not limited to any governmental agency) charge, claim, litigation, or enforcement action related to any actual or claimed violation by the Customer Parties of any of the foregoing. The Customer’s obligations under this section shall survive the expiration or other termination of this Agreement.

10. Hazardous Substance Prohibited. In carrying out this Agreement, the Customer shall not release any Hazardous Substance into the surface, subsurface, water or air on or about the Dock or Facility or the common areas or adjacent property, including bus staging area.

11. Compliance with Laws. In carrying out this Agreement, the Customer agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to defend (with attorneys approved by the Port), indemnify, and hold harmless the Port against all civil or criminal claims, losses, liabilities, fees, fines, penalties, damages, and costs (including but not limited to attorney fees) resulting from any failure of the Customer or the Customer Parties to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC

Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98.

12. Environmental Investigation. The Customer shall be fully and completely liable to Port for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to the Customer use, disposal, transportation, storage, generation, management, release and/or sale of Hazardous Substances, which in any way arises out of or relates to this Agreement, including all Customer use of and activities at the Facility and or Dock or Customer's access thereto and/or use thereof, including on or about the Facility and Dock, the common areas or adjacent property.

13. Environmental Provisions. The Customer shall defend (with attorneys approved by the Port), indemnify, and hold the Port harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs, and shall maintain insurance for such risk with limits of at least \$10,000,000 and shall name the Port as an Additional Insured with an endorsement at least as broad as ISO CG 00 39 04 13, and provide Additional Insured certification and a copy of Additional Insured endorsement satisfactory to the Port prior to commencing operations. All such insurances shall be endorsed to waive subrogation as to the non-procuring party, subject to the allocation of liabilities in this agreement. Sudden and accidental pollution coverage alone will not be accepted. Any policies issued on a claims-made basis shall provide for extended reporting periods of not less than five (5) years after the expiration or other termination of this Agreement. The obligation of the Customer to defend the Port shall not preclude the right of the Port to obtain its own counsel. Any costs and fees incurred in defense of the Port by the Port's counsel shall also be paid by the Customer as the same are incurred.

14. Condition of Facility. The Port makes no representation concerning the depth of the water at the Port's Facility and Dock or the presence of submerged objects adjacent to or near the Dock or Facility or otherwise regarding the condition of the Dock and Facility or surrounding area, including bus staging area or their suitability for the Customer's intended use or otherwise. The Customer shall make their own determination that the Customer's vessel has adequate depth to safely dock at the Port's Dock and Facility and that the Dock and Facility and other Port facilities, including bus staging area and surrounding area are suitable and safe for the Customer operations.

15. Security. The Customer shall be responsible for all required security as required by any federal or state agency with jurisdiction regarding its operations at the Port's Dock and Facility.

16. Safety and Notifications: The Customer shall be responsible for ensuring that Customer and Customer Parties comply with applicable laws and obey any written safety rules as may be provided by the Port. Customer shall not intentionally interfere with other operations or create any danger or safety hazard at the Dock and Facility. Customer shall notify the Port if it believes there are any safety or suitability problems, and in such an event the parties agree to fully cooperate and resolve the same to their mutual satisfaction. Formal notices shall be addressed to the contact defined above for each of the parties and may be given by e-mail, or mail.

17. General Provisions. This Agreement shall be governed by the laws of the county and state in which the Facility is located.

This Agreement may be executed in counterparts and/or by electronic exchange of signatures, with all such counterparts deemed the same single agreement and signatures exchanged by electronic means deemed equivalent to original signatures. This constitutes the entire agreement between the parties and

supersedes all prior and contemporaneous agreements, written and oral. This Agreement shall not be modified except through a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this lease in duplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024

**Port of Camas Washougal**

**American Cruise Lines**

\_\_\_\_\_  
Authorized Signature  
**David Ripp, Chief Executive Officer**  
**Port of Camas-Washougal**

\_\_\_\_\_  
Authorized Signature  
**Charles B. Robertson, CEO**  
**American Cruise Lines**

STATE OF WASHINGTON     )  
                                          ) ss.  
COUNTY OF CLARK         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared DAVID RIPP, to me known to be the Chief Executive Officer of the Port of Camas-Washougal, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

STATE OF CONNECTICUT     )  
                                          ) ss.  
COUNTY OF NEW HAVEN     )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of **American Cruise Lines**, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

**EXHIBIT A**  
**DOCKING SCHEDULES**

## American Cruise Lines 2025 Docking Schedule at Washougal, WA - Washougal Waterfront Park Dock

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours
American Cruise Lines	American Harmony	Wed. Mar. 26, 2025	8:00AM	Sat. Mar. 29, 2025	2:00PM	78.0
American Cruise Lines	American Song	Mon. Mar. 31, 2025	8:00AM	Wed. Apr. 02, 2025	2:00PM	54.0
American Cruise Lines	American Jazz	Thu. Apr. 03, 2025	8:00AM	Sat. Apr. 05, 2025	2:00PM	54.0
American Cruise Lines	American Harmony	Fri. Apr. 11, 2025	6:00PM	Sat. Apr. 12, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Apr. 13, 2025	8:00AM	Wed. Apr. 16, 2025	2:00PM	78.0
American Cruise Lines	American Song	Tue. Apr. 15, 2025	6:00PM	Wed. Apr. 16, 2025	2:00PM	20.0
American Cruise Lines	American West	Tue. Apr. 15, 2025	8:00AM	Thu. Apr. 17, 2025	2:00PM	54.0
American Cruise Lines	American Jazz	Fri. Apr. 18, 2025	6:00PM	Sat. Apr. 19, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sat. Apr. 19, 2025	11:00PM	Sun. Apr. 20, 2025	2:00PM	15.0
American Cruise Lines	American Pride	Wed. Apr. 23, 2025	11:00PM	Thu. Apr. 24, 2025	2:00PM	15.0
American Cruise Lines	American Harmony	Fri. Apr. 25, 2025	6:00PM	Sat. Apr. 26, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Apr. 27, 2025	11:00PM	Mon. Apr. 28, 2025	2:00PM	15.0
American Cruise Lines	American Song	Tue. Apr. 29, 2025	6:00PM	Wed. Apr. 30, 2025	2:00PM	20.0
American Cruise Lines	American West	Wed. Apr. 30, 2025	6:00PM	Thu. May. 01, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 02, 2025	6:00PM	Sat. May. 03, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. May. 04, 2025	11:00PM	Mon. May. 05, 2025	2:00PM	15.0
American Cruise Lines	American Harmony	Fri. May. 09, 2025	6:00PM	Sat. May. 10, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. May. 11, 2025	4:30PM	Mon. May. 12, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. May. 13, 2025	6:00PM	Wed. May. 14, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 16, 2025	6:00PM	Sat. May. 17, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. May. 18, 2025	10:00PM	Mon. May. 19, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. May. 23, 2025	6:00PM	Sat. May. 24, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. May. 25, 2025	4:30PM	Mon. May. 26, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. May. 27, 2025	6:00PM	Wed. May. 28, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 30, 2025	6:00PM	Sat. May. 31, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 01, 2025	10:00PM	Mon. Jun. 02, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Jun. 06, 2025	6:00PM	Sat. Jun. 07, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jun. 08, 2025	4:30PM	Mon. Jun. 09, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jun. 10, 2025	6:00PM	Wed. Jun. 11, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jun. 13, 2025	6:00PM	Sat. Jun. 14, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 15, 2025	10:00PM	Mon. Jun. 16, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Jun. 20, 2025	6:00PM	Sat. Jun. 21, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jun. 22, 2025	4:30PM	Mon. Jun. 23, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jun. 24, 2025	6:00PM	Wed. Jun. 25, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jun. 27, 2025	6:00PM	Sat. Jun. 28, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 29, 2025	10:00PM	Mon. Jun. 30, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Jul. 04, 2025	6:00PM	Sat. Jul. 05, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jul. 06, 2025	11:00PM	Mon. Jul. 07, 2025	2:00PM	15.0
American Cruise Lines	American Song	Tue. Jul. 08, 2025	6:00PM	Wed. Jul. 09, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jul. 11, 2025	6:00PM	Sat. Jul. 12, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Jul. 13, 2025	10:00PM	Mon. Jul. 14, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Jul. 18, 2025	6:00PM	Sat. Jul. 19, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jul. 20, 2025	11:00PM	Mon. Jul. 21, 2025	2:00PM	15.0
American Cruise Lines	American Song	Tue. Jul. 22, 2025	6:00PM	Wed. Jul. 23, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jul. 25, 2025	6:00PM	Sat. Jul. 26, 2025	2:00PM	20.0

American Cruise Lines	American West	Sun. Jul. 27, 2025	10:00PM	Mon. Jul. 28, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Aug. 01, 2025	6:00PM	Sat. Aug. 02, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 03, 2025	4:30PM	Mon. Aug. 04, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Aug. 05, 2025	6:00PM	Wed. Aug. 06, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Aug. 08, 2025	6:00PM	Sat. Aug. 09, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Aug. 10, 2025	10:00PM	Mon. Aug. 11, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Aug. 15, 2025	6:00PM	Sat. Aug. 16, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 17, 2025	4:30PM	Mon. Aug. 18, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Aug. 19, 2025	6:00PM	Wed. Aug. 20, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Aug. 22, 2025	6:00PM	Sat. Aug. 23, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Aug. 24, 2025	10:00PM	Mon. Aug. 25, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Aug. 29, 2025	6:00PM	Sat. Aug. 30, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 31, 2025	4:30PM	Mon. Sep. 01, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 02, 2025	6:00PM	Wed. Sep. 03, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Sep. 05, 2025	6:00PM	Sat. Sep. 06, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Sep. 07, 2025	10:00PM	Mon. Sep. 08, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Sep. 12, 2025	6:00PM	Sat. Sep. 13, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Sep. 14, 2025	4:30PM	Mon. Sep. 15, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 16, 2025	6:00PM	Wed. Sep. 17, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Sep. 19, 2025	4:30PM	Sat. Sep. 20, 2025	2:00PM	22.0
American Cruise Lines	American West	Sun. Sep. 21, 2025	10:00PM	Mon. Sep. 22, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Sep. 26, 2025	6:00PM	Sat. Sep. 27, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Sep. 28, 2025	4:30PM	Mon. Sep. 29, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 30, 2025	6:00PM	Wed. Oct. 01, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 03, 2025	6:00PM	Sat. Oct. 04, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Oct. 05, 2025	10:00PM	Mon. Oct. 06, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Oct. 10, 2025	6:00PM	Sat. Oct. 11, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Oct. 12, 2025	4:30PM	Mon. Oct. 13, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Oct. 14, 2025	6:00PM	Wed. Oct. 15, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 17, 2025	4:30PM	Sat. Oct. 18, 2025	2:00PM	22.0
American Cruise Lines	American West	Sun. Oct. 19, 2025	10:00PM	Mon. Oct. 20, 2025	10:00AM	12.0
American Cruise Lines	American West	Thu. Oct. 23, 2025	11:00PM	Fri. Oct. 24, 2025	2:00PM	15.0
American Cruise Lines	American Harmony	Fri. Oct. 24, 2025	6:00PM	Sat. Oct. 25, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Oct. 26, 2025	4:30PM	Mon. Oct. 27, 2025	2:00PM	22.0
American Cruise Lines	American West	Mon. Oct. 27, 2025	11:00PM	Tue. Oct. 28, 2025	2:00PM	15.0
American Cruise Lines	American Song	Tue. Oct. 28, 2025	6:00PM	Wed. Oct. 29, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Thu. Oct. 30, 2025	11:00PM	Fri. Oct. 31, 2025	2:00PM	15.0
American Cruise Lines	American Jazz	Fri. Oct. 31, 2025	11:00PM	Sat. Nov. 01, 2025	2:00PM	15.0
American Cruise Lines	American Pride	Mon. Nov. 03, 2025	11:00PM	Tue. Nov. 04, 2025	2:00PM	15.0
American Cruise Lines	American Harmony	Fri. Nov. 07, 2025	6:00PM	Sat. Nov. 08, 2025	2:00PM	20.0
American Cruise Lines	American Song	Tue. Nov. 11, 2025	6:00PM	Wed. Nov. 12, 2025	2:00PM	20.0

Company	Vessel	Length
American Cruise Lines	American Harmony	328
	American Jazz	328
	American Pride	250
	American Song	328
	American West	220

## American Cruise Lines 2026 Docking Schedule at Washougal, WA - Washougal Waterfront Park Dock

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours
American Cruise Lines	American Harmony	Fri. Mar. 13, 2026	6:00PM	Sat. Mar. 14, 2026	2:00PM	20.0
American Cruise Lines	American Song	Tue. Mar. 17, 2026	6:00PM	Wed. Mar. 18, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Mar. 20, 2026	6:00PM	Sat. Mar. 21, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Mar. 27, 2026	6:00PM	Sat. Mar. 28, 2026	2:00PM	20.0
American Cruise Lines	American Song	Tue. Mar. 31, 2026	6:00PM	Wed. Apr. 01, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Apr. 03, 2026	6:00PM	Sat. Apr. 04, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Apr. 10, 2026	6:00PM	Sat. Apr. 11, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Apr. 12, 2026	4:30PM	Mon. Apr. 13, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Apr. 14, 2026	6:00PM	Wed. Apr. 15, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Apr. 17, 2026	6:00PM	Sat. Apr. 18, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Apr. 24, 2026	6:00PM	Sat. Apr. 25, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Apr. 26, 2026	4:30PM	Mon. Apr. 27, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Apr. 28, 2026	6:00PM	Wed. Apr. 29, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 01, 2026	6:00PM	Sat. May. 02, 2026	2:00PM	20.0
American Cruise Lines	American West	Fri. May. 01, 2026	8:00AM	Mon. May. 04, 2026	2:00PM	78.0
American Cruise Lines	American Harmony	Fri. May. 08, 2026	6:00PM	Sat. May. 09, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. May. 10, 2026	4:30PM	Mon. May. 11, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. May. 12, 2026	6:00PM	Wed. May. 13, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 15, 2026	6:00PM	Sat. May. 16, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. May. 17, 2026	6:00PM	Mon. May. 18, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. May. 22, 2026	6:00PM	Sat. May. 23, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. May. 24, 2026	4:30PM	Mon. May. 25, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. May. 26, 2026	6:00PM	Wed. May. 27, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 29, 2026	6:00PM	Sat. May. 30, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. May. 31, 2026	6:00PM	Mon. Jun. 01, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Jun. 05, 2026	6:00PM	Sat. Jun. 06, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jun. 07, 2026	4:30PM	Mon. Jun. 08, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jun. 09, 2026	6:00PM	Wed. Jun. 10, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jun. 12, 2026	6:00PM	Sat. Jun. 13, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 14, 2026	6:00PM	Mon. Jun. 15, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Jun. 19, 2026	6:00PM	Sat. Jun. 20, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jun. 21, 2026	4:30PM	Mon. Jun. 22, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jun. 23, 2026	6:00PM	Wed. Jun. 24, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jun. 26, 2026	6:00PM	Sat. Jun. 27, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 28, 2026	6:00PM	Mon. Jun. 29, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Jul. 03, 2026	6:00PM	Sat. Jul. 04, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jul. 05, 2026	4:30PM	Mon. Jul. 06, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jul. 07, 2026	6:00PM	Wed. Jul. 08, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jul. 10, 2026	6:00PM	Sat. Jul. 11, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Jul. 12, 2026	6:00PM	Mon. Jul. 13, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Jul. 17, 2026	6:00PM	Sat. Jul. 18, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jul. 19, 2026	4:30PM	Mon. Jul. 20, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jul. 21, 2026	6:00PM	Wed. Jul. 22, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jul. 24, 2026	6:00PM	Sat. Jul. 25, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Jul. 26, 2026	6:00PM	Mon. Jul. 27, 2026	2:00PM	20.0



American Cruise Lines	American Harmony	Fri. Jul. 31, 2026	6:00PM	Sat. Aug. 01, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 02, 2026	4:30PM	Mon. Aug. 03, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Aug. 04, 2026	6:00PM	Wed. Aug. 05, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Aug. 07, 2026	6:00PM	Sat. Aug. 08, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Aug. 09, 2026	6:00PM	Mon. Aug. 10, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Aug. 14, 2026	6:00PM	Sat. Aug. 15, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 16, 2026	4:30PM	Mon. Aug. 17, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Aug. 18, 2026	6:00PM	Wed. Aug. 19, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Aug. 21, 2026	6:00PM	Sat. Aug. 22, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Aug. 23, 2026	6:00PM	Mon. Aug. 24, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Aug. 28, 2026	6:00PM	Sat. Aug. 29, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 30, 2026	4:30PM	Mon. Aug. 31, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 01, 2026	6:00PM	Wed. Sep. 02, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Sep. 04, 2026	6:00PM	Sat. Sep. 05, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Sep. 06, 2026	6:00PM	Mon. Sep. 07, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Sep. 11, 2026	6:00PM	Sat. Sep. 12, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Sep. 13, 2026	4:30PM	Mon. Sep. 14, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 15, 2026	6:00PM	Wed. Sep. 16, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Sep. 18, 2026	6:00PM	Sat. Sep. 19, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Sep. 20, 2026	6:00PM	Mon. Sep. 21, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Sep. 25, 2026	6:00PM	Sat. Sep. 26, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Sep. 27, 2026	4:30PM	Mon. Sep. 28, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 29, 2026	6:00PM	Wed. Sep. 30, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 02, 2026	6:00PM	Sat. Oct. 03, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Oct. 04, 2026	6:00PM	Mon. Oct. 05, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Oct. 09, 2026	6:00PM	Sat. Oct. 10, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Oct. 11, 2026	4:30PM	Mon. Oct. 12, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Oct. 13, 2026	6:00PM	Wed. Oct. 14, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 16, 2026	6:00PM	Sat. Oct. 17, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Oct. 23, 2026	6:00PM	Sat. Oct. 24, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Oct. 25, 2026	4:30PM	Mon. Oct. 26, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Oct. 27, 2026	6:00PM	Wed. Oct. 28, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 30, 2026	6:00PM	Sat. Oct. 31, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Nov. 06, 2026	6:00PM	Sat. Nov. 07, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Nov. 08, 2026	4:30PM	Mon. Nov. 09, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Nov. 10, 2026	6:00PM	Wed. Nov. 11, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Nov. 13, 2026	6:00PM	Sat. Nov. 14, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Nov. 27, 2026	6:00PM	Sat. Nov. 28, 2026	10:00AM	16.0

Company	Vessel	Length
American Cruise Lines	American Harmony	328
	American Jazz	328
	American Pride	250
	American Song	328
	American West	220

## Port of Camas-Washougal Staff Report

**DEPARTMENT:**

**FOR THE AGENDA OF:**

**RECOMMENDATION:**

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**SUMMARY:**

**BUDGET IMPACT:**

N/A

Yes, describe:

**SUSTAINABILITY IMPLICATIONS:**

N/A

Yes, describe:

**DEI IMPLICATIONS:**

N/A

Yes, describe:

## LEASE

THIS LEASE is made and entered into this day by and between the PORT OF CAMAS- WASHOUGAL, a municipal corporation organized and existing under the laws of the state of Washington, hereinafter called "**Lessor**", and Kiva United Energy, Inc., a Utah corporation with principal place of business of 10281 South State Street Sandy, Utah 84070 authorized to engage in business and engaging in business in the State of Washington, hereinafter called "**Lessee**".

### WITNESSETH:

**Section 1. PREMISES LEASED:** For and in consideration of the payment by Lessee of the rentals hereinafter specified, and performance by Lessee of the covenants and obligations hereinafter provided to be kept and performed by Lessee, Lessor does hereby lease, demise and let unto Lessee, approximately 19,500 sf of real property which is a portion of tax parcel 71281109 situated within the said Port District in the City of Washougal, Clark County, Washington ("the Premises") for the purposes set forth herein. The Premises are graphically depicted in **Exhibit "A"**, attached hereto and by this reference incorporated as a part hereof.

Lessee shall, in addition, have a right-of-way in common with others over and across private roads and streets giving access to the Premises, which right-of-way shall terminate at such time as such private roads and streets are dedicated to the public.

**Section 2. TERM.** The term of this Lease shall commence on July 1, 2024 ("**Commencement Date**") and shall terminate on March 31, 2026. Upon the commencement of this Lease, the prior lease between Lessor and Lessee shall automatically terminate and this Lease shall be the only lease governing the Premises from and after the Commencement Date of this Lease, provided that any obligations of Lessee that accrued prior to such termination and

any obligations that survive termination of the prior lease shall not be terminated and shall survive such termination.

Lessee shall give Lessor written notice ninety (90) days prior to the expiration of the then current term regarding Lessee's intent to extend the Lease or vacate the premises upon expiration of the then current term. The absence of timely notice from Lessee will be deemed to be notice that Lessee intends to vacate the Premises upon expiration of the then current term.

If Lessee holds over after the expiration or termination of the term with Lessor's consent, such tenancy shall be deemed to be a holdover tenancy on a month-to-month basis. All other terms, covenants, and conditions of the Lease shall remain in effect, except that rent shall be increased by the same percentage as at the beginning of the last lease year. If Lessee holds over after the expiration or termination of the term without Lessor's consent, then such tenancy shall be deemed a holdover tenancy on a month-to-month basis, on the terms, covenants, and conditions of this Lease in effect at the expiration or termination of the term, except that rent shall be increased to 200% of the rent last payable under this Lease. This section does not grant any right to Lessee to holdover, and Lessee is liable to Lessor for any and all damages and expenses of Lessor as a result of any holdover.

**Section 3. POSSESSION:** Lessee shall have the right to possession of the Premises pursuant to this Lease commencing on the Commencement Date of the Lease term.

**Section 4. RENT:** Lessee shall pay to Lessor, without any notice or demand, and without setoff or deduction, in addition to taxes, assessments and other charges required to be paid hereunder by Lessee, rent for the Premises in the following monthly rent:

<b>Date</b>	<b>Monthly Rate</b>	<b>Monthly Rate + 12.84% LHET</b>
7/1/24 to 3/31/25	\$888.12	<b>\$1,002.15</b>
4/1/25 to 3/31/26	\$914.76	<b>\$1,032.22</b>

In addition to the rental amounts specified above, Lessee shall pay to Lessor with each monthly rental payment the Washington State Leasehold Tax on the leased Premises, which tax is currently 12.84% of the monthly rental payment. Rental payments are payable in advance on the 1<sup>st</sup> day of each month during the term of this Lease.

Lessee agrees to pay a late charge, in an amount equal to 7% of the monthly rental payment then due with any rental or leasehold tax payment which is not received in full by Lessor by the tenth day of the month.

**Section 5. LEASE BOND:** Lessor hereby waives its right to require a lease bond or security pursuant to RCW 53.08.085.

**Section 6. TAXES AND UTILITIES:**

Lessee shall pay all taxes, charges and assessments for or related to electricity, water, sewer, garbage disposal, phone, cable, and any and all other utilities and services which shall, during the term of this Lease, be charged or imposed upon the Premises.

Lessee shall pay all taxes, assessments, and other expenses arising from Lessee's possession of the Premises, or operation of Lessee's business on the Premises, or are required because of Lessee's operations to make the property conform to government regulations, or which are imposed upon Lessee or Lessor due to the existence of this Lease. situated thereon.

Lessee shall pay the leasehold tax, as provided in RCW 82.29.A, and all taxes, assessments, and other expenses arising from ownership or operation of the property, or the Lessee's business, or required to make the property conform to government regulations or imposed upon Lessor due to the existence of this Lease.

Lessee shall pay and discharge promptly, as the same becomes due and before delinquency, the taxes, assessments and other charges as described herein. Lessee shall pay, upon demand, the taxes, assessments and other charges on behalf of Lessor, or if this is not permitted by law, Lessee shall reimburse Lessor for the amount of any such tax, assessment and other charge paid by Lessor, provided that Lessee shall have the right to contest any such tax or assessment at its own expense.

**Section 7. LIENS:** Lessee shall keep the Premises free and clear of all liens, including mechanic's, materialmen's, or other liens for work or labor done, and liens for services, materials, appliances and power performed, contributed, furnished or used or to be used in or about the Premises, or in connection with any operations of Lessee, or any alteration, improvement, repair, or addition which Lessee may make, permit, or cause to be made or any work or construction by, for, or permitted by Lessee on or about the Premises. Lessor shall not be responsible for liens caused by Lessee's activities on the Premises.

Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or material man, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

In the event that any lien, charge, or order for the payment of money described as the responsibility of Lessee in this section 7 is filed against Lessor or any portion of the Premises, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from Lessor to Lessee, in the manner

provided in Section 25, of the filing thereof; and Lessee shall indemnify and save harmless Lessor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

**Section 8. CONTESTING LIENS AND TAXES:** Lessee may contest any lien set forth in Section 7 or any tax, assessment, or other charge which Lessee shall pay under Section 6, provided that Lessee notifies Lessor, in the manner provided in Section 25, of their intention to do so within sixty (60) days of the filing of such lien or within thirty (30) days of receipt of notice of such tax, assessment, or other charge; and provided further that Lessee posts a bond or other security with Lessor, prior to the contest, in an amount equal to the amount of the contested lien or tax, assessment, or other charge.

Within sixty (60) days of the determination of its validity, Lessee shall satisfy and discharge any remaining lien, or pay and discharge any remaining assessment, or other charge, and all penalties, interest, and costs in connection therewith. Satisfaction and discharge shall not be delayed until execution is had on any judgment rendered, nor shall satisfaction, payment and discharge be delayed until sale is made of the whole or any part of the Premises on account thereof. Any such delay shall be a default of Lessee under this Lease.

In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting therefrom.

**Section 9. USE OF PREMISES:** Lessee covenants and agrees as follows:

A. To use the Premises actively and continuously throughout the term of this Lease solely for loading and storage of propane for truck delivery. Lessee's use and all equipment utilized by Lessee within the Premises shall fully comply with all local, State, and/or federal requirements and, in addition, Lessee shall have procured in advance all

necessary permits or authorizations for such use from any local, state or federal agency, including, but not limited to, approval for the intended use from the Washougal Fire and Building Department prior to occupancy. Lessee shall not use the Premises for other purposes without Lessor's prior written consent.

B. To use the adjoining yard area for employee and guest parking, and for shipping and receiving of equipment and other goods in the course of Lessee's business, and temporary short-term staging of goods and equipment in connection with such shipping and receiving operations. Except as expressly permitted in this Section 9, no equipment or other goods shall be stored in the rear yard area beyond the time reasonably necessary for a shipping or receiving operation. Except as expressly permitted in this Section 9, Lessee shall not use any yard area for overnight parking, or storage of any vehicles, campers, boats, or trailers, or containers, sheds, or drums, or any other storage of any other thing whatsoever. Lessee shall at all times keep all yard areas area in good, clean, neat, orderly, and safe condition, free of any debris, and free of any material deemed objectionable by Lessor.

C. Not to use or occupy the Premises, or permit the Premises to be used or occupied, for other than legal purposes, or in a manner which shall violate any certificate of occupancy in force relating to any building or improvement hereafter erected thereon;

D. To conform to and abide by all lawful rules, laws and regulations in connection with the use of said Premises and the operation of Lessee's business thereon, and not to permit said Premises to be used in violation of any lawful rule, law, regulation or other authority; and

E. Not to commit or permit any waste of the leased Premises nor commit or permit the maintenance or commission of any nuisance on the Premises.

**Section 10. NO REPRESENTATION:** Lessee has leased the Premises after an



opportunity for examination thereof and of the subsurface conditions beneath the same, and without any representation on the part of Lessor, except that Lessor states that it has no knowledge of any spill of hazardous materials or the presence of any hazardous materials on the leased Premises as of the date of the commencement of the Lease term. As used in this Lease, the term "hazardous substances" or "hazardous materials" means any hazardous or toxic substances, materials or waste, including but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes as are or become regulated under any applicable local, state or federal law. Subject to Lessor's obligations under this Lease, Lessee assumes the sole responsibility for the condition, operation, maintenance and management of the leased Premises.

**Section 11. IMPROVEMENTS:**

**A. Lessee Improvements.** Lessee shall not make any changes, alterations, or improvements to the leased Premises or surrounding yard area ("**Tenant Improvements**") without the written consent of the Lessor being first obtained, which shall not be unreasonably withheld. All Tenant Improvements shall be performed by Lessee at its cost, and in compliance with all applicable law, including but not limited to all applicable building permit processes. Lessor acknowledges that Lessee has installed tanks on the Premises for Lessee's use. In the event Lessor consents to a proposed Tenant Improvement, such consent shall include Lessor's written determination as to whether Lessee shall be required to remove said improvement at the expiration or termination of this Lease. In the event no such written determination exists as to any proposed improvement made during

the course of the Lease, then at the expiration or other termination of this Lease, all improvements, which shall remain upon the Premises, shall upon Lessor's determination, as determined in its sole and absolute discretion, be either (1) removed and the Premises restored by Lessee at its sole cost and expense, or (2) become the property of Lessor.

All machinery, fixtures, portable buildings and equipment installed by Lessee, and which are adapted only for the special use of Lessee, shall be considered to be trade fixtures and may be removed at the termination of the Lease by Lessee. Lessee shall at its own expense repair all damage caused by the removal of trade fixtures and shall restore the Premises to its same condition as immediately prior to such removal.

**Section 12. REPAIR AND MAINTENANCE:** Lessee shall be responsible for the cost of any repairs made pursuant to this paragraph which are caused by the intentional or negligent acts of its employees, agents or licensees. Lessee shall complete all repairs within 90 days by a Lessor approved contractor or utilize Lessor maintenance staff at the Lessor contract rate. Lessee agrees to reimburse Lessor for said repairs immediately upon demand.

Lessor shall have no liability to Lessee for incidental damages or property damage suffered by Lessee as a result of its failure to maintain or repair those portions of the Premises described above, its only obligation being to maintain or repair such portions of the Premises. Lessee agrees to promptly notify Lessor of the need for exterior or structural repairs.

Except as provided above, Lessee agrees to maintain the Premises and all improvements in a good state of repair and at the termination of this Lease to return the Premises and all improvements and adjoining yard area to Lessor in as good state and condition as the same

are in at the time Lessee commences occupying same, reasonable wear and tear from the normal use thereof and fire or other casualty being excepted. Lessee agrees to keep all adjoining yard areas at all times in good, clean, neat, orderly, and safe condition, free from any debris, and free from any material deemed objectionable by Lessor.

**Section 13. INDEMNITY:** Lessee shall indemnify and save harmless Lessor from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death or damage to person or property sustained by any person in or about the Premises resulting from the act or omission of Lessee, Lessee's officers, agents, employees, contractors, and sublessees, or of any occupant, visitor, or user of any part of Lessee's Premises. Lessee further covenants and agrees to indemnify and hold Lessor harmless against the claims of all and every person whomsoever arising out of or in any way connected with Lessee's occupation or use of the Premises, except for claims by Lessor's employees or agents for injuries sustained during the course of employment through no fault of Lessee. Lessee shall pay all attorney's fees and other expenses incurred by Lessor in defending any and all suits which may be brought against Lessor or in which Lessor may be impleaded with others upon any of the aforementioned matters, except as may result from the acts set forth in the paragraph immediately below.

Lessor shall indemnify and hold harmless Lessee and its directors, officers, employees, and agents, from and against any and all losses, claims, and damages arising from Lessor's gross negligence or intentional misconduct. Except for the gross negligence or intentional misconduct of Lessor or its agents, or employees, Lessor shall not be responsible for or liable for, and Lessee, notwithstanding that joint or concurrent liability may be imposed upon Lessor by a statute or court decision, hereby waives all claims

against Lessor for any damage or injury to any person or to any property on or about the Premises subject to this Lease, including liability for costs, attorney's fees and reasonable expenses arising out of said claims.

Lessee covenants and agrees to reimburse Lessor for all costs or expenses of repair or replacement of any of Lessor's property damaged or destroyed as a result of Lessee's use or occupation of the Premises or use of Port property or facilities. Lessee further covenants and agrees to carry liability insurance protecting itself and Lessor from all liability arising out of this Section 13. The provisions of this section 13 shall survive the expiration or earlier termination of this Lease.

**Section 14. INSURANCE:**

A. Lessee shall procure at its sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the term either Comprehensive General Liability insurance or Commercial General Liability insurance applying to the use and occupancy of the Premises and the business operated by Lessee (or any other occupant) on the Premises and providing coverage against all Lessee's liabilities pursuant to this Lease. Such coverage shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00) and such limit shall be increased from time to time to such amount as may be mutually acceptable to Lessor and Lessee in their reasonable judgment. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term; shall be endorsed to provide that such coverage shall be primary; and that any insurance maintained by Lessor shall be excess insurance only.

B. Lessee shall furnish Lessor with acceptable evidence that the insurance is in effect and in amounts sufficient to satisfy this Section 14. All insurance policies required

by this Section 14 shall provide that they shall not be reduced, canceled or substantially amended or modified as to terms without thirty (30) days advance written notice to Lessor. All insurance policies required to be carried under this Lease shall be with recognized insurance carriers, having an A rating from A. M. Best Company or like or similar rating from an equally recognized rating company, acceptable to Lessor, and shall name Lessor as an additional insured. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insured shall not reduce or avoid coverage to the other named insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall be endorsed to waive the insurer's rights of subrogation against Lessor and Lessee if such waiver can be obtained at reasonable cost.

Lessee shall deliver to Lessor on or before the date on which the term commences, and thereafter at least ten (10) days before the expiration dates of expiring policies, certified copies of its insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period; and in the event Lessee shall fail to procure such insurance, or to deliver such policies or certificates, Lessor may, at its option and in addition to Lessor's other remedies in the event of a default by Lessee hereunder, procure the same for the account of Lessee, and the cost thereof shall be paid to Lessor within ten (10) days following written demand therefor.

**Section 15. HAZARDOUS SUBSTANCES -LESSEE'S OBLIGATIONS:**

Lessee shall not, without Lessor's prior written consent, keep on or about the leased Premises, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic or harmful (collectively referred to as "hazardous substances"), and/or which are subject to regulation by

any federal, state or local law, regulation, statute or ordinance. With respect to any hazardous substances, Lessee shall:

A. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

B. Submit to Lessor true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or submitted to the appropriate governmental authorities;

C. Within five (5) days of Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of hazardous substances and provide evidence satisfactory to Lessor of Lessee's compliance with the applicable governmental regulation;

D. Allow Lessor or Lessor's agents or representatives to come on the leased Premises during regular business hours, and after hours with three (3) hours advance notice to Lessee, to check Lessee's compliance with all applicable governmental regulations regarding hazardous substances;

E. Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain hazardous substances (if minimum standards or levels are applicable to hazardous substances present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

F. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of

hazardous substances.

Any and all costs incurred by Lessor and associated with Lessor's special or non-routine inspection of Lessee's Premises and Lessor's monitoring of Lessee's compliance with this section, and including Lessor's attorneys' fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon demand by Lessor. However, Lessor shall solely bear the expense of inspections made on a routine basis, without reasonable cause to believe that Lessee is in violation of this section.

Lessee shall be fully and completely liable to Lessor for any and all cleanup costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, generation and/or sale of hazardous substances, in or about the leased Premises.

Lessee shall indemnify, defend and save Lessor harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Lessor (as well as Lessor's attorneys' fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of hazardous substances.

Upon Lessee's default under this section, in addition to the rights and remedies set forth elsewhere in this Lease, Lessor shall be entitled to the following rights and remedies:

- A. At Lessor's option, to terminate this Lease immediately; and
- B. To recover any and all damage associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Lessor and other lessees of the leased Premises, and any and all damages and claims asserted by third parties and Lessor's attorneys' fees and costs. The provisions of this section shall survive the expiration or earlier termination of this Lease.

**Section 16. ASSIGNMENT/SUBLETTING:** Lessee shall not assign this Lease nor sublet the whole or any part of the Premises without the prior written consent of Lessor, in its sole and absolute discretion. Any such assignment or sublease shall not relieve Lessee from the responsibility of paying the rentals accruing under this Lease or from keeping and performing all other obligations herein imposed upon and assumed by it. It is understood and agreed that any consent by Lessor to any assignment or subletting by Lessee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of Lessor to refuse to consent to any subsequent assignment or subletting.

**Section 17. QUIET ENJOYMENT:**

A. Lessee, upon paying the rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements, and provisions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Lease term, subject to the provisions herein, without hindrance by Lessor.

B. Lessor warrants that it has fee simple title to the Premises and the power and authority to execute this Lease and to carry out and perform all covenants to be performed by it hereunder.

**Section 18. ACCESS:** Lessor or Lessor's employees and designees shall have the right to enter upon the Premises at all reasonable times to examine the Premises and to exhibit the Premises to prospective purchasers and prospective lessees, and Lessor shall at all times be provided a key for independent access to the Premises. Any persons other than Lessor or Lessor's employees who need access to the building will at Lessee's request sign a reasonable non-disclosure agreement before entering the building, except in an emergency.



**Section 19. CURE BY LESSOR:** If Lessee shall default in the performance of any provision under this Lease, Lessor, at its option, may perform the same for the account and at the expense of Lessee. Upon notification to Lessee of the cost thereof to Lessor, Lessee shall promptly reimburse Lessor the amount of that cost, plus interest at the rate of twelve (12%) percent per annum from the date of incurring of such cost to the date of repayment. In the event of such default by Lessee, Lessor may enter upon the Premises for the purpose of causing such provisions to be fulfilled. Such entry shall not be deemed an eviction of Lessee. Lessor's action hereunder shall not be deemed a waiver of Lessee's default. Lessor, at its option, without relinquishing any remedy or right, may separately commence proceedings against Lessee for reimbursement of Lessor and for any other remedies for breach of this Lease.

**Section 20. BANKRUPTCY AND INSOLVENCY:** If, after the commencement of the Lease term:

- A. Lessee then having the title to the leasehold estate created hereunder shall while having such title be adjudicated a bankrupt or adjudged to be insolvent; or
- B. A receiver or trustee shall be appointed for Lessee's property and affairs; or
- C. Lessee shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or
- D. Any execution or attachment shall be issued against Lessee or any of Lessee's property, whereby the Premises or any buildings or improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee, except as may herein be permitted, and such adjudication, appointment, assignment,

petition, execution, or attachment shall not be set aside, vacated, discharged, or bonded within ninety (90) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of Section 21 hereof shall become effective and Lessor shall have the rights and remedies provided therein. Notwithstanding anything to the contrary hereinabove contained, upon the occurrence of a default pursuant to this Section 21, if the rent due and payable hereunder shall continue to be paid and the other covenants, provisions and agreements of this Lease on Lessee's part to be kept and performed shall continue to be kept and performed, no event of default shall have been deemed to have occurred and the provisions of Section 21 hereof shall not become effective.

**Section 21. DEFAULT:**

A. In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided:

- I. The occurrence of a default of any provision of this Lease without the curing of same as therein provided in this Lease; or
2. The filing of a petition by or against Lessee for adjudication as a bankrupt, or for reorganization or agreement, or for any similar relief, under the Bankruptcy Code as now or hereafter amended; or
3. Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of three (3) days after receipt by Lessee of notice in writing from Lessor, in the manner provided in Section 25; or
4. Lessee's failure to perform any of the other covenants, provisions, and agreements herein contained on Lessee's part to be kept or performed and the continuance of such failure without the curing of same for a period of ten (10) days after

receipt by Lessee of notice in writing from Lessor specifying in detail the nature of such failure, or Lessee shall not cure said failure as provided in Paragraph B of this Section 21, then Lessor may, at its option, give to Lessee written notice of election to terminate the Lease term upon a date specified in such notice, which date shall not be less than twenty (20) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Lessee of such notice from Lessor. Upon the date specified in said notice, the term and estate hereby vested in Lessee shall cease and any and all other right, title, and interest of Lessee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire Lease term had elapsed, but Lessee shall continue to be liable to Lessor as provided herein. Simultaneously with the sending of the notice to Lessee, as hereinabove provided, Lessor shall send a copy of such notice to any sublessee of the Premises or portions thereof that Lessor may select, in writing from time to time, and any additional persons or parties having an interest in the Premises that Lessor may select, in writing, from time to time. The curing of any default within the above time limits by any of the aforesaid parties or combination thereof, shall constitute a curing of any default hereunder with like effect as if Lessee had cured the same hereunder.

B. In the event that Lessor gives notice of a default of such a nature that it cannot be cured within the period prescribed in Paragraph A.4 of this Section 22, then such default shall not be deemed to continue, so long as Lessee, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default under Paragraph A4 of this Section 21 shall be deemed to continue if and so long as Lessee shall be proceeding to cure the same in good faith.

C. In the event that any default of Lessee shall be cured in any manner hereinabove provided, such default shall be deemed never to have occurred and Lessee's right hereunder shall continue unaffected by such default.

D. Upon any termination of the Lease term pursuant to Paragraph A of this Section 21, or at any time thereafter, Lessor may, in addition to and without prejudice to any other rights and remedies Lessor shall have at law or in equity, re-enter the Premises and recover possession thereof and dispossess any or all occupants of the Premises in the manner prescribed by statute relating to summary proceedings, or similar statutes; but Lessee in such case shall remain liable to Lessor as provided herein.

E. In case of any such default, re-entry, termination and/or disposition by summary proceedings:

1. The rent shall become due thereupon and be paid up to the time of such re-entry, termination and/or disposition;

2. Lessor may re-let the Premises or any part thereof, either in the name of Lessor or otherwise, for a term which may, at Lessor's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent, but such re-letting shall not be construed as an acceptance of a surrender of the leasehold interest; and

3. Lessee or the representatives of Lessee shall also pay Lessor as liquidated damages for the failure of Lessee to observe and perform Lessee's covenants herein contained any deficiency between the rent hereby collected on account of the Lease of the Premises for each month of the period which would otherwise have constituted the balance of the Lease term. In computing liquidated damages, there shall be added to the said deficiency such reasonable expenses and counsel fees as Lessor may incur in

connection with the default and re-letting. Any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month by a similar proceeding.

Lessor, at its option, may make such alterations, repairs, replacements, and/or decorations in the Premises as Lessor, in Lessor's sole judgment, considers advisable and necessary for the purpose of re-letting the Premises; and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Lessee from liability hereunder. Lessor agrees to mitigate in good faith all damages and to re-let the Premises in the event of any default specified herein.

**Section 22. WAIVERS:** Failure of Lessor to complain of any act or omission on the part of Lessee, no matter how long the same may continue, or the receipt of rent by Lessor with knowledge of any breach or default of this Lease by Lessee, shall not be deemed to be a waiver by Lessor of any of its rights herein. No waiver by Lessor at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of any subsequent breach of the same or any other provision. Failure of Lessor to insist upon strict performance or to exercise any option herein conferred in any one or more instances in the event of default shall not be construed to be a waiver or relinquishment of any such or any other right herein extended to the Lessor.

**Section 23. GOVERNMENTAL REGULATIONS:** During the Lease term, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town, and city governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the Lease term or may in the future be passed, enacted, or

directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 23.

**Section 24. NOTICE OF LITIGATION AND COUNSEL FEES:**

A. Within ten (10) days of Lessee having knowledge of any litigation or other proceeding that shall be commenced against Lessee or against the Premises to secure or recover possession thereof or that may affect the interests of Lessor in the Premises, Lessee shall give written notice thereof to Lessor.

B. In the event any party shall bring suit to compel performance of or to recover for any breach of any covenant, agreement or condition of this Lease, the prevailing party in said action shall be entitled to recover from the other party costs and reasonable attorney's fees.

C. Notwithstanding anything to the contrary hereinabove contained, in the event that Lessor is made a party to litigation against the Lessee, relating to the Premises, or against the Premises commenced by a third party, wherein Lessor is not at fault, Lessee shall pay, upon demand, all of Lessor's counsel fees and costs.

**Section 25. NOTICES:** Every notice, consent or other communication authorized or required by this Lease shall be deemed to be sufficient if in writing, and sent postage prepaid by registered or certified mail, return receipt requested, directed to the other party at the address listed below, or at such other address as the other party may designate by notice given from time to time in accordance with this section. In the event a party notifies the other in writing of a change of address in accordance with this section, said address shall substitute for the address listed below for all subsequent notices. Notices shall be

deemed effective when personally served, or upon first date of delivery or attempted delivery if sent by registered or certified mail:

**Lessor:**

Port of Camas-Washougal 24 So. "A" Street Washougal, WA  
98671

**Lessee:**

Kiva United Energy, Inc., \_\_\_\_\_

**Section 26. RIGHTS CUMULATIVE:** The rights, powers, and remedies of Lessor, as provided herein, shall be deemed to be cumulative, and no one of them shall be exclusive of any other, or of any other right, power, or remedy allowed by law.

**Section 27. TIME OF THE ESSENCE:** Time and punctual and exact performance and observation by Lessor and Lessee of the provisions herein are of the essence of this Lease.

**Section 28. SEVERABILITY:** In the event that any provision of this Lease shall be declared invalid by any court of competent jurisdiction, such provisions shall be severed from this Lease, and such declaration shall not affect the remainder of this Lease. This Lease shall remain in full force and effect for the balance of its Lease term.

**Section 29. INTERPRETATION:** Whenever the singular number is used herein, the same shall include the plural, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only. Upon any sale or assignment of the interest of either Lessor or Lessee herein, their respective successors in interest shall, during the term of this ownership of their respective estates herein, be deemed to be Lessor or Lessee, as the case may be.

**Section 30. SUCCESSORS:** All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Lessor, Lessee, and their respective heirs,

personal representatives, successors and assigns, and upon any person coming into ownership or possession of any interest in the Premises by operation of law, or otherwise, and shall be construed as covenants running with the land.

**Section 31. ENTIRE AGREEMENT:** This Lease and the License for the adjacent spur track (“License”) constitute and shall be construed as the entire agreement of the parties. No oral statement shall have any force or effect. This Lease shall not be modified or canceled except by writing subscribed by Lessor and Lessee.

**Section 32. AUDITS; RETENTION OF RECORDS:**

**Audits and Inspections:** At any time during normal business hours and as frequently as is deemed necessary, the Lessee shall make available to the Lessor for their examination, all of its records pertaining to matters covered by this Lease and only matters relating to the Lease.

**Retention of Records:** All records in the possession of the Lessee pertaining to this Lease shall be retained for a period of three (3) years after the expiration of the Lease or any extensions thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

**Section 33. SPUR TRACK LICENSE AGREEMENT:**

The Parties shall execute and fully comply with the terms and conditions of a license to use Railroad Spur Track governing Lessee's use of Lessor's rail access facilities, A copy of the agreed license is attached as **Exhibit "B"**, hereto and incorporated by this reference as a part hereof. (“License”).

**Section 34. OPTIONS TO EXTEND.**

The Lessee shall have the option, upon sixty (60) days prior written notice to the Lessor as provided herein, to extend the term of this Lease for one (1) five (5) year term on the



following terms and conditions:

A. No default is existing or continuing in the performance of any of the terms of this Lease.

B. Each extended term shall be on the same terms, covenants and conditions as provided for this Lease, except as modified by this provision.

C. The monthly rental obligation for each year of the option period shall be as follows:

**Fourth 5-year option period (2026-2031).**

a. 04/01/2026-03/31/2027	\$942.20
b. 04/01/2027- 03/31/2028	\$970.47
c. 04/01/2028-03/31/2029	\$999,58
d. 04/01/2029-03/31/2030	\$1029.57
e. 04/01/2030-03/31/2031	\$1060.4611

In addition to the rental amounts specified above, Lessee shall pay to Lessor with each monthly rental payment the Washington State Leasehold Tax on the leased Premises, which tax is currently 12.84% of the monthly rental payment.

IN WITNESS WHEREOF, the Port has caused this instrument to be signed by its Chief Executive Officer, or other designee, by authority of the Commission of the Port of Camas Washougal, and this instrument has been signed and executed by Lessee, the day and year first above written.

SIGNATURES APPEAR ON FOLLOWING PAGE

**LESSOR:**

**LESSEE:**

PORT OF CAMAS WASHOUGAL

KIVA UNITED ENERGY, INC

\_\_\_\_\_  
David Ripp  
Its: Chief Executive Officer

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: President

STATE OF WASHINGTON            )  
                                                      ) ss.  
County of \_\_\_\_\_         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
                                                      ) ss.  
COUNTY OF CLALLAM         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Ripp to me known to be the Chief Executive Officer of the Port of Camas Washougal, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

## Graphic Description



**EXHIBIT B**  
**LICENSE TO USE RAILROAD SPUR TRACK**

THE GRANTOR, the PORT OF CAMAS-WASHOUGAL, a municipal corporation organized and existing under the laws of the State of Washington (hereinafter called the “**Grantor**”), hereby grants to KIVA UNITED ENERGY, INC., a corporation organized under the laws of the State of Utah and licensed to engage in business in the State of Washington, (hereinafter called the **Licensee**”), a license to use the Grantor’s railroad spur track according to the following terms and conditions.

Section 1. DESCRIPTION OF SPUR TRACK. The spur track over which this License is granted is located in the Grantor’s Industrial Park in Washougal, Washington, and is connected to the lines of Burlington-Northern Railroad Company. The spur track lies immediately north of the real estate leased by Grantor to Licensee by Lease dated \_\_\_\_\_, 2024, hereinafter referred to as “the **Lease**,” The licensed portion of said spur track which is adjacent to the real estate described in the Lease is approximately four hundred (400) feet in length and is graphically depicted on **Exhibit A**, which is attached hereto and incorporated herein. In addition to the License to use the spur track which is adjacent to the real estate Premises described in the Lease, Grantor agrees that the Licensee shall have the right to use portions of the railroad spur track serving the Premises in common with others, provided, however, that Grantor reserves and shall have the right to control traffic on any portion of said spur track that is subject to joint use.

Section 2. TERM. The initial term of this License shall be from July 1 1, 2024 expiring on March 31, 2026, unless sooner terminated as provided in this License.

Section 3. CONSIDERATION. As consideration for the granting of this License, Licensee covenants and agrees to pay Grantor the sum of Two Hundred Dollars per month, payable in advance on the first day of each month during the License Agreement. In addition, the Licensee shall pay to Grantor with each monthly rental payment the Washington State Leasehold Tax, which tax is currently 12.84% of the monthly rental payment, for a combined total of \$225.68 per month.

Licensee agrees to pay a late charge, in an amount equal to seven percent (7%) of the monthly rental payment then due, with any rental or leasehold tax payment which is not received in full by Grantor by the tenth day of the month.

Section 4. MAINTENANCE, REPAIR AND IMPROVEMENTS. Grantor agrees, at its own cost and expense, to maintain the spur track, and to keep the same in good and usable condition and repair, during the term of this License agreement and any extension thereof.

Section 5. RULES AND REGULATIONS. Licensee's use of said railroad spur track shall be subject to all rules and regulations adopted and promulgated by Grantor.

Section 6. RELEASE AND INDEMNITY.

- A. Licensee agrees to pay the Grantor the full amount of loss or damage sustained by Grantor by reason of any damage to or destroying of property of Grantor resulting from Licensee's use of said railroad spur track.
- B. License further agrees to indemnify Grantor from all claims and demands which may be made against it by any person by reason of any loss, damage or injury growing out of or resulting from Licensee's use of the railroad spur track.
- C. Licensee does hereby release Grantor from all claims and demands, present or future, of every nature on account of injury to property of Licensee resulting from Licensee's use of said railroad spur track.
- D. The parties agree that this Section 6 is solely for the protection and benefit of Grantor and its successors and assigns. No other person shall be entitled to claim any benefit from the provisions of this Section.

Section 7. TERMINATION. In the event of any default, as described in Section 21 of the Lease shall have occurred, and shall not have been remedied, as provided by the Lease, or in the event that the Licensee fails to pay any installment of consideration for this License when the same shall be due and payable, as provided in Section 3 of this License, and such failure shall continue for a period of twenty (20) days after receipt by Licensee of notice in writing from the Grantor specifying in detail the nature of such failure; or in the event Licensee fails to perform any of the other covenants, provisions and agreements contained in this License, and such failure shall continue for a period of thirty (30) days after receipt by Licensee of notice in writing from Grantor, specifying in detail the nature of such failure, then Grantor may, at its option, terminate this License agreement in the manner provided in Section 21 of the Lease, with the

same effect, and affording Grantor the same remedies as provided in Section 21 of the Lease.

Notwithstanding anything to the contrary herein, Grantor agrees to maintain the spur track from the area immediately south of the real estate leased by Licensee under the Lease to the Burlington-Northern Railroad Company lines during the term of the Lease and any extensions thereof. This License Agreement may only be canceled upon termination of the Lease or as provided in this Section 7.

Section 8.      OPTION TO EXTEND LICENSE. After the initial term described in Section 2, Licensee shall have the right to extend the terms of this License for one (1) period of five (5) years (2026-2031) on the following terms and conditions:

- A. No default is existing or continuing in the performance of any of the terms of this License.
- B. Each extended term shall be on the same terms and conditions as provided in this License, except as modified by this Section 8.
- C. Licensee shall have exercised the option to extend the Lease as set forth in Section 34 of the Lease.

As consideration during the option periods, Licensee shall pay to Grantor, in advance, a license payment plus Washington State Leasehold Tax (“LET”), which tax is currently 12.84% of the monthly rental payment, for a combined current projected total of \$229.00 per month, which amount may be adjusted in the event the LET rate changes.

IN WITNESS WHEREOF, the parties have executed this License to use railroad spur track, as of the \_\_\_ day of \_\_\_\_\_, 2024.

SIGNATURES APPEAR ON NEXT PAGE

Grantor:  
PORT OF CAMAS-WASHOUGAL

By: \_\_\_\_\_  
David Ripp  
Its: Executive Director

Licensee:  
KIVA ENERGY UNITED, INC.

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, known to me to be the Executive Director of the Port of Camas-Washougal, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_,  
My commission expires \_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, known to me to be the President of Kiva Energy United, Inc., the corporation that executed the within and Foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed me official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
\_\_\_\_\_, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

**Port of Camas-Washougal  
Black Pearl Pedestrian Path  
Staff Report**

**Department:** Projects

**Date:** July 16, 2024

**Staff Recommendation:** Approval of the Black Pearl Pedestrian Path Construction Contract with Michael Green Construction, Inc. for \$186,642.09.

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**Summary:**

This project proposes to construct a concrete pedestrian path with lighting and safety railing that will connect the Washougal Waterfront Park to the marina. An informal recreation trail currently exists that does not provide adequate safety measures for pedestrians.

Bids were solicited for this project using the Port's small works roster procurement process. Michael Green Construction, Inc. is the lowest responsible bidder.

**Budget Impact:**

This project is included in the 2024 Capital Budget. The Michael Green Construction, Inc. construction project bid amount is \$186,642.09.

**Sustainability Implications:**

Safety lighting will slightly increase utility usage, but the overall project will have negligible effects on the Port's sustainability initiatives.

**Diversity Equity and Inclusion Implications:**

Usage requirement goals for the Office of Minority and Women's Business Enterprises (OMWBE), Washington State Department of Veterans Affairs, or firms that are Washington Small Businesses were not developed for this project.





## PUBLIC WORKS CONTRACTUAL AGREEMENT

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This contract is made and entered into by and between the Port of Camas-Washougal, hereinafter referred to as the “PORT”, and the below named firm, hereinafter referred to as “CONTRACTOR”.

Name (Contractor): Michael Green Construction Inc.

Project Name: Black Pearl Pedestrian Pathway

Mailing Address: PO Box 142, City, State, Zip Washougal, WA 98671

Phone: 360-518-1476

SSN # or Tax ID #: 91-1759734 WA State UBI Business Number: 601769655

In consideration of the commitments and conditions contained herein, including those set forth in Attachment “A” and any Exhibits hereto, incorporated herein as though fully set forth, the PORT and CONTRACTOR do agree as follows:

**PURPOSE:** Construct a pedestrian pathway connecting the Waterfront Park & trail to the Marina area.

**SCOPE OF WORK:** Provide labor and materials to construct a pedestrian pathway per the plans and specifications provided.

### PERIOD OF PERFORMANCE

The period of performance under this contract will be from July 17, 2024, or date of execution, whichever is later, through September 30, 2024.

### TERMINATION

The effective dates of this Agreement are as specified. Anything to the contrary herein notwithstanding, PORT or CONTRACTOR may terminate this agreement on 30 days prior written notice to the other party. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the PORT. In the event the PORT terminates this Contract prior to completion without cause, the CONTRACTOR may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The CONTRACTOR shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.

## COMPENSATION

1. As full compensation for the performance of its obligations of this Agreement and the services to be provided, the PORT shall pay CONTRACTOR the maximum amount as specified in this Agreement. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses.

2. This will be accomplished on a Lump Sum Basis and will not exceed \$186,642.09, which includes WA State sales tax at a rate of 8.5%, without prior written approval from the Port.

3. To be eligible for payment, CONTRACTOR shall submit detailed numbered invoices showing description of work items being invoices, work order number, title of project, total authorized, total current invoice, and balance of authorization. All invoices shall note "Prevailing wages have been paid in accordance with the approved Intent." Invoices shall be sent directly to the attention of Accounts Payable, at 24 South A Street, Washougal, WA 98671. Payment shall be made through the Port's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

4. The PORT may withhold payment to the CONTRACTOR for any work not completed to the PORT'S satisfaction, until such time as the CONTRACTOR modifies such work to the satisfaction of the PORT.

5. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

6. In the event CONTRACTOR incurs cost in excess of the sum stated above, CONTRACTOR shall pay such excess from its own funds, and the PORT shall not be required to pay any part of such excess, and CONTRACTOR shall have no claim against the PORT on account thereof.

7. Prevailing wages must be paid, rates are published on the Department of L&I's website at: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. The project will be performed in Clark County. The Port also has a hard copy of the rates available upon request. Per RCW 39.12 Section 5 (2) a copy of certified payroll records shall be filed with the Department of L&I using its online system.

## RETAINAGE

Retainage Held by Port: Contractor specifically acknowledges that five percent (5%) of all payments that would otherwise be payable to Contractor shall be subject to retainage pursuant to the requirements of RCW 60.28.011. Upon the completion of the work by Contractor under the terms of this agreement and upon final approval and acceptance of contractor's work and materials by the Port, the Port will make final payment to Contractor of the balance due Contractor under the terms of this agreement within thirty (30) days after the Port has received (1) an "Affidavit of Wages Paid" by Contractor, attesting to the fact that all subcontractors/suppliers have been paid and (2) receipt by the Port of authorization from the Washington State Department of Revenue and Employment Security to release the retainage.

Retainage Bond: Contractor shall, at the time of delivery of this contract, furnish a duly executed retainage bond upon such form as is furnished or approved by the Port, signed by an approved surety or sureties authorized to do business in the State of Washington. Such bond shall provide that the surety or sureties will agree to protect and indemnify the Port against any direct or indirect loss that shall be suffered or claimed by reason of the failure of

the Contractor to pay all laborers, mechanics, subcontractors, agents, material men, and all persons who shall supply such Contractor, subcontractor or agents with provisions or supplies for carrying on such work.

**CHANGE ORDERS**

A Change Order is a written order signed by the PORT and the CONTRACTOR and issued after execution of the Contract, authorizing a change in the Work and/or adjustment in the date of contract closing. The amount of the Contract and the closing date can be changed only by Change order. The PORT, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the amount of the Contract shall be adjusted accordingly. Any addition or deletion requiring an adjustment to the cost or date of the contract must be approved by both parties by change order prior to execution.

**PERFORMANCE BONDS:**

CONTRACTOR shall, at the time of delivery of this contract, furnish duly executed bonds, upon forms furnished or approved by the PORT, signed by an approved surety or sureties authorized to do business in the State of Washington, in the full amount of the contract price plus change orders, conditioned upon the faithful performance of the contract by the CONTRACTOR within the time prescribed therein. Such bond shall provide that the surety or sureties will agree to protect and indemnify the PORT against any direct or indirect loss that shall be suffered or claimed by reason of any or all of the following:

- A. The failure of the CONTRACTOR or any of the CONTRACTOR’S employees, subcontractors or agents to faithfully perform the said contract, or
- B. The failure of the CONTRACTOR to pay all laborers, mechanics, subcontractors, agents, material men, and all persons who shall supply such CONTRACTOR, subcontractor or agents with provision or supplies for carrying on such work.

At any time and as often as may be deemed necessary, the PORT may require any or all sureties or any surety company to appear and qualify themselves upon the bond. Whenever such surety or sureties are deemed by the PORT to have become insufficient, the PORT may demand in writing that the CONTRACTOR furnish additional surety in an amount not exceeding that originally required as may be deemed necessary considering the work remaining to be done. No further payments will be made on the contract until such additional surety a required is furnished.

**PORT OF CAMAS-WASHOUGAL**

**MICHAEL GREEN CONSTRUCTION  
INC**

By \_\_\_\_\_

Date

By \_\_\_\_\_

Date

## Attachment A Standard Terms

1. Representatives

The Port's Project Manager and Contractor's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

2. Key Personnel

The Contractor's key personnel, as described in Contractor's selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

3. Contract Administration, Records, and Right to Audit

All communications with the Port will be through the Port's Project Manager. The Project Manager shall provide Contractor with all information and documents pertinent to the services Contractor is to perform.

Until the expiration of six years after the term of this Agreement, Contractor agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

Upon the Port's request, Contractor shall make available to the Port all accounts, records, and documents related to the Scope of Work for the Port's inspection, auditing, or evaluation during normal business hours as reasonably needed by the Port to assess performance, compliance, and/or quality assurance under this Agreement.

4. Relationship of Parties

Contractor, is and shall be at all times during the term of this Contract, an independent Contractor, and not an employee of the Port. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

5. Conflict of Interest

No officer, employee or agent of the Port who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Contractor further covenants that in performance of this Agreement, no person having any such interest shall be employed.

6. Compliance with Laws

Contractor shall, during the term of this Agreement, comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes, environmental protections, and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, health, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service.

Contractor certifies that it has, or shall obtain prior to starting work under this Agreement, all licenses, registrations, permits and/or any other authorization required under federal, state, local or tribal law to perform the work as defined in this Agreement. Contractor agrees to indemnify and hold the Port harmless from and against any claims or demands made or brought against the Port and for costs (including, but not limited to attorneys' fees and costs), the Port incurs due to the Contractor's failure to: (1) comply with all applicable laws and regulations, and/or (2) have or maintain the required licenses, registrations, permits and/or other authorizations, as required by this Agreement.

In the event Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then Contractor authorizes the Port to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand made to the Port by the governmental body. Any such payments shall be deducted from Contractor's total compensation.

The Port shall furnish Contractor with the information required by the Hazard Communication standard for materials preexisting on the project site. Contractor will ensure that this information is made available to the Contractor's personnel and subcontractors, and incorporated into the contract documents as appropriate.

7. Ownership of Work

The services to be performed by Contractor shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Contractor. Contractor shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Contractor. Contractor shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

8. Standard of Care

Contractor shall perform its work to conform to generally accepted professional standards. Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or omissions in such work.

9. Disclosure

All information developed by the Contractor and all information made available to the Contractor by the Port, and all analyses or opinions reached by the Contractor shall be confidential and shall not be disclosed by the Contractor without the written consent of the Port.

10. Deliverables

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product on floppy disk or CD-Rom in a PDF format or other format specified by the Port. Deliverable drawings shall be prepared in accordance with the Port's "Contractor Drawing Submittal Procedure" and "Technical Specification Development Procedure". The Port may offset from the Contractor's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

11. Indemnification

Contractor shall indemnify, defend, and hold harmless the Port, its officials, officers, agents, and employees from any and all claims, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Port, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may be amended.

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 injuries or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Port, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION

The indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the Port. This indemnification shall survive the termination of this Agreement.

12. Insurance

Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

- a. Worker's Compensation and Employer's Liability insurance as required by the State.
- b. Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- c. Automobile Public Liability Insurance coverage with total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident.
- d. All policies shall be issued by a company having an A. M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. The Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B. The certificates of insurance shall specify the project name, project number, and contract number.
- e. The Contractor must furnish the Port with verification of insurance and endorsements prior to any release of funds.
- f. Contractor shall ensure that each subconsultant of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the Port, the Contractor shall provide evidence of such insurance.

13. Competitive Specification

If the scope of work includes development of specifications:

Contractor shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Contractor shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a

specific outcome or to provide for necessary interchangeability of parts and equipment. Contractor shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

14. Time

Time is of the essence in the performance by the Contractor of the services required by this Agreement. The Contractor shall complete its services within the milestones set forth in the project schedule. At the end of each month the Contractor shall submit a copy of the current schedule and a written narrative description of the work accomplished, identifying scheduled milestones and the status thereof. The Contractor shall also address issues, which may result in completion beyond the established schedule or budget.

If the time allotted for completion of Contractor's services is exceeded through no fault of Contractor, additional time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to the Port within forty-eight (48) hours of Contractor's learning of the delay. Contractor will provide such additional supporting data as the Port may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.

The Port may suspend this Agreement, at its sole discretion, upon one week's advance notice to Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Contractor's reasonable expenses, and shall be subject to verification. Contractor shall resume performance of services under this Agreement without delay when the suspension period ends

15. Assignability

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clark County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Non-Discrimination

During the term of this Agreement, the Contractor shall not create barriers to open and fair opportunities to participate in Port contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Contractor nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

The selected Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Contractor further agrees to comply with all applicable civil rights statutes and implementing regulations.

The Contractor shall cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall be binding upon such third parties,

18. Safety

Contractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 [and to the Occupational and Safety Health Act of the State of Washington, including but not limited to training, provision of personal protective equipment, adherence to all appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

19. Governing Law and Venue

Washington law shall govern the interpretation of this Agreement. Clark County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.

20. Waiver

A waiver of failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provision(s), nor shall the same constitute a waiver of any other provision of this Agreement.

21. Severability and Survival

If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive completion, expiration of cancellation of this Agreement, shall survive termination of this Agreement.

22. Equal Opportunity to Draft.

The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

23. Captions.

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

24. Concurrent Originals.

This Agreement may be signed in counterpart originals.

25. Entire Agreement.

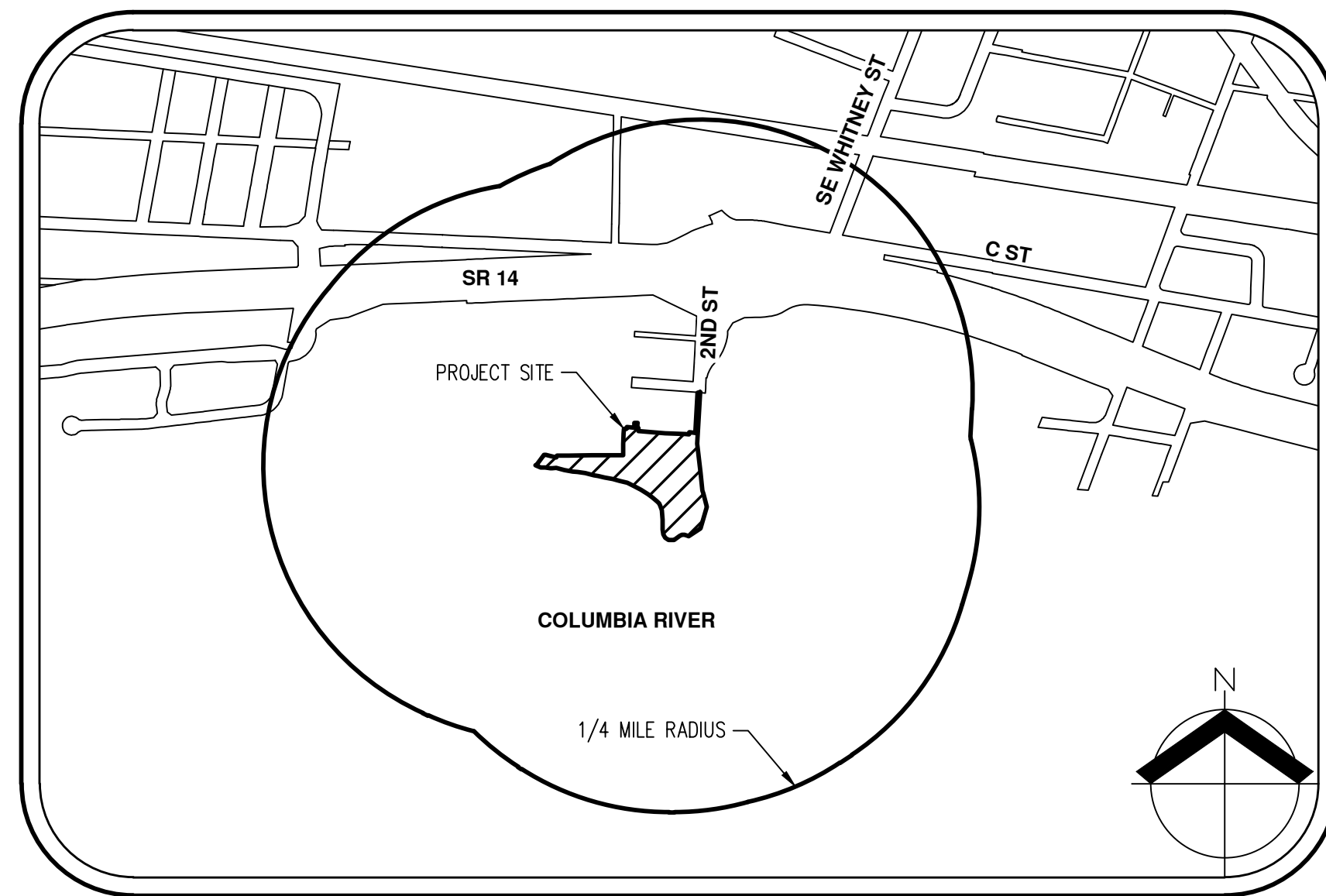
This Agreement represents the entire and integrated understanding between the Port and Contractor and may be amended only by written instrument signed by both the Port and Contractor. All previous or contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.

26. Authority to Enter Into This Agreement

The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Agreement for and on behalf of Contractor and further represents and warrants that he/she acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

# BLACK PEARL PEDESTRIAN PATH

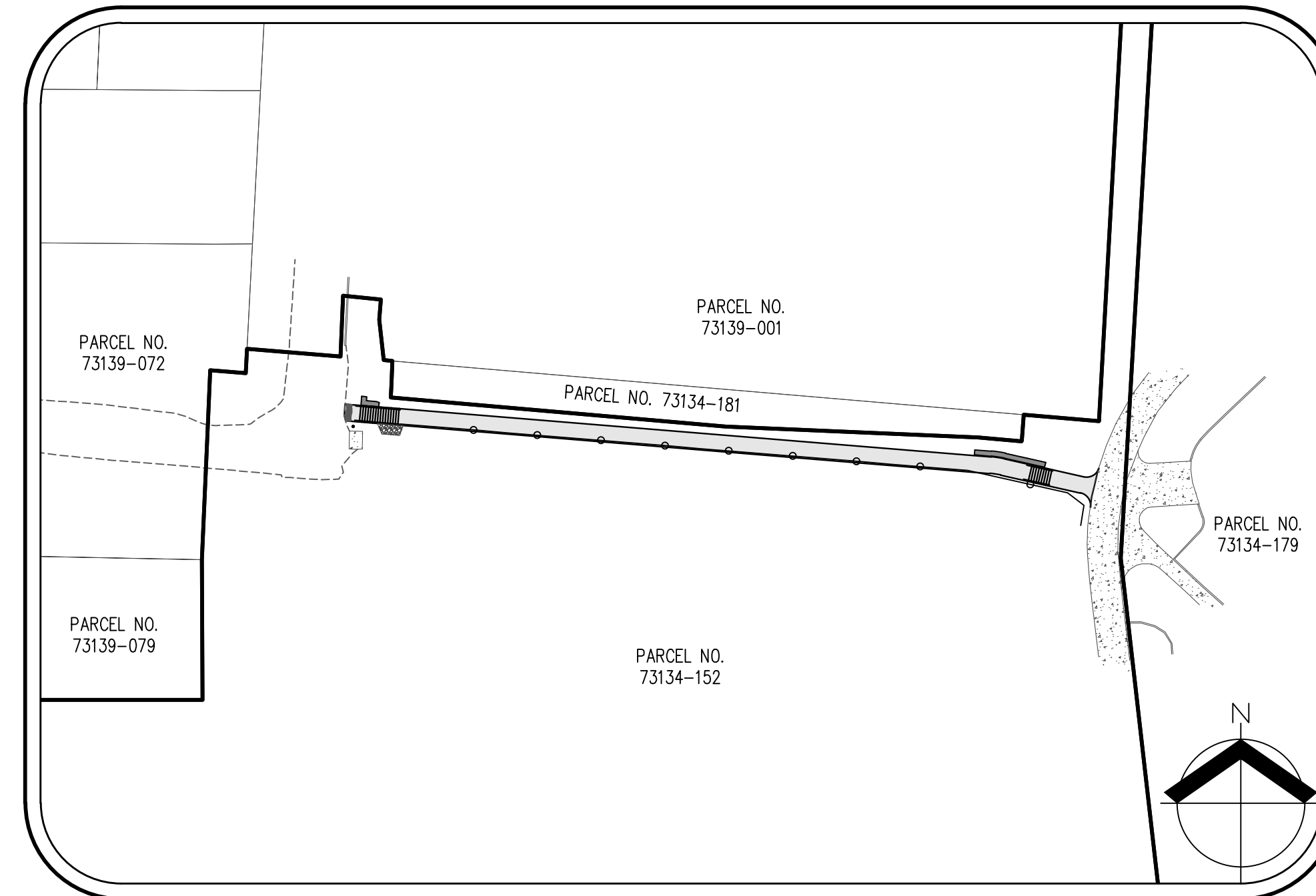
## CONSTRUCTION PLANS



**VICINITY MAP**  
NOT TO SCALE

**PLAN REVISIONS:**

▲ 06/18/2024: BID SET



**SITE MAP**  
NOT TO SCALE

### SHEET INDEX

- C000 COVER SHEET
- C001 PRIVATE CONSTRUCTION NOTES AND LEGEND
- C002 EXISTING CONDITIONS
- C050 EROSION AND SEDIMENT CONTROL PLAN
- C060 CONSTRUCTION STAGING PLAN
- C090 DEMOLITION PLAN
- C100 SITE PLAN
- C200 GRADING AND DRAINAGE PLAN
- C400 PRIVATE CONSTRUCTION DETAILS
- C401 PRIVATE CONSTRUCTION DETAILS
- C500 PUBLIC CONSTRUCTION DETAILS

### PROPERTY DESCRIPTION

LOCATED IN THE NE 1/4 OF SECTION OF 13, TOWNSHIP 1 NORTH, RANGE 3 EAST, AND THE SE 1/4 OF SECTION OF 12, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON PROPERTY SERIAL NUMBER: 73134-152. NO SITE ADDRESS EXISTS, LOCATED SOUTH OF A STREET BEHIND PARCEL, 73139-001.

### EXISTING LAND USE

PORT OF CAMAS WASHOUGAL BOAT MARINA; ZONED CH (HIGHWAY COMMERCIAL)

### PROJECT PURPOSE

CONSTRUCTION OF A PEDESTRIAN PATHWAY

### SITE AREA

SITE PARCEL: ±4.35 ACRES  
SUBJECT SITE: ±0.07 ACRES

### VERTICAL DATUM

ELEVATIONS ARE BASED ON CLARK COUNTY BENCHMARK NO. 65, LOCATED ON THE EAST SIDE OF NE 155TH AVENUE IN THE BPA RIGHT-OF-WAY, SOUTH OF NE 18TH STREET. ELEVATION = 300.24 FEET (NGVD29(47)).

### APPLICANT/OWNER

PORT OF CAMAS-WASHOUGAL  
CONTACT: JENNIFER TAYLOR  
24 SOUTH A STREET  
WASHOUGAL, WA 98671  
E-MAIL: JENNIFER@PORTCW.COM

### ENGINEERING/SURVEYING

AKS ENGINEERING & FORESTRY, LLC.  
CONTACT: BRYCE HANSON, P.E.  
9600 NE 126TH AVENUE, SUITE 2520  
VANCOUVER, WA 98682  
PH: 360-882-0419  
FAX: 360-882-0426  
E-MAIL: BRYCEH@AKS-ENG.COM

### GEOTECHNICAL ENGINEER

EARTH ENGINEERS, INC.  
CONTACT: TROY HULL, P.E.  
2411 SE 8TH AVENUE  
CAMAS, WA 98607  
PH: 360-567-1806

### ARCHAEOLOGICAL NOTE

"SHOULD ARCHAEOLOGICAL MATERIALS (E.G., BONES, SHELL, STONE TOOLS, BEADS, CERAMICS, OLD BOTTLES, HEARTHES, ETC.) BE OBSERVED DURING PROJECT ACTIVITIES, ALL WORK IN THE IMMEDIATE VICINITY SHOULD STOP AND THE STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (360-586-3065), THE COUNTY PLANNING OFFICE, AND THE AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. IF ANY HUMAN REMAINS ARE OBSERVED, ALL WORK SHOULD CEASE, AND THE IMMEDIATE AREA SECURED. LOCAL LAW ENFORCEMENT, THE COUNTY MEDICAL EXAMINER (360-397-8405), STATE PHYSICAL ANTHROPOLOGIST, DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (360-586-3534), THE COUNTY PLANNING OFFICE, AND THE AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. COMPLIANCE WITH ALL APPLICABLE LAWS PERTAINING TO ARCHAEOLOGICAL RESOURCES (RCW 27.53, 27.44 AND WAC 25-48) AND HUMAN REMAINS (RCW 68.50) IS REQUIRED. FAILURE TO COMPLY WITH THIS REQUIREMENT COULD CONSTITUTE A CLASS C FELONY."

### UTILITY CONTACTS

**TELEPHONE/FIBER OPTIC**  
NOCTEL COMMUNICATIONS  
ATTN: JOEL LETCHER  
1737 MAIN STREET  
WASHOUGAL, WA 98671  
PH: (503) 764-4300

### GAS

NW NATURAL  
ATTN: BRIAN KELLEY  
220 NW 2ND AVENUE  
PORTLAND, OR 97209  
PH: (503) 220-2427

### CABLE

COMCAST  
ATTN: DEAN ANDERSON  
3075 NE SANDY BOULEVARD  
PORTLAND, OR 97232  
PH: (888) 632-2253

### WATER/SANITARY SEWER

CITY OF WASHOUGAL PUBLIC WORKS  
ATTN: TREVOR EVERS  
2247 MAIN STREET  
WASHOUGAL, WA 98671  
PH: (360) 992-3000

### POWER

CLARK PUBLIC UTILITIES  
ATTN: CONSTRUCTION SERVICES  
8600 NE 117TH AVENUE  
VANCOUVER, WA 98662  
PH: (360) 992-8558



Know what's below.  
Call before you dig.

OWNER:	PORT OF CAMAS-WASHOUGAL
DESIGNED BY:	TJW
DRAWN BY:	NMG
MANAGED BY:	BDH
CHECKED BY:	BDH
DATE:	05/02/2024



REVISIONS
▲ BID SET - 06/18/2024

JOB NUMBER	10410-02
SHEET	C000

**APPLICANT**  
PORT OF CAMAS-WASHOUGAL  
CONTACT: JENNIFER TAYLOR  
24 SOUTH A STREET  
WASHOUGAL, WA 98671  
PH: 360-835-2196

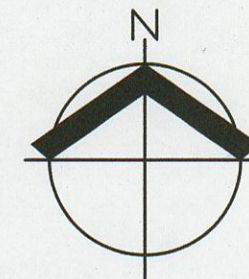




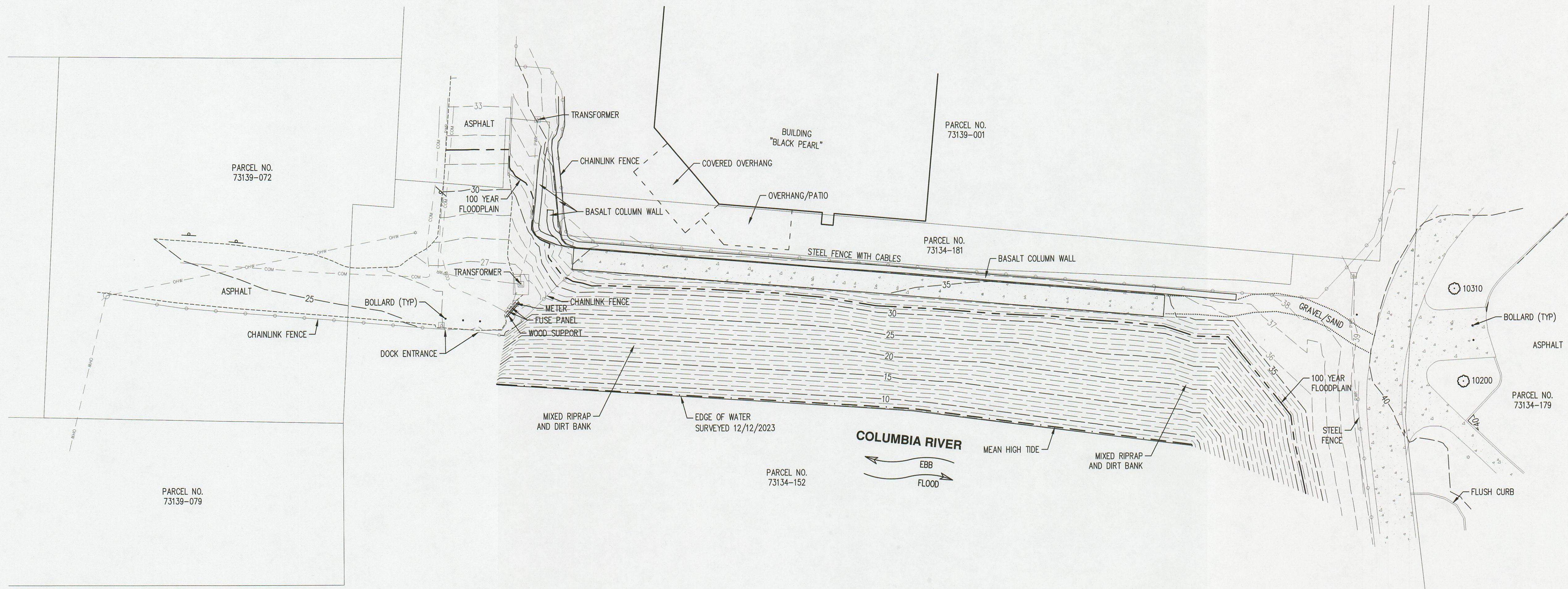
**NOTES:**

- UTILITIES SHOWN ARE BASED ON UNDERGROUND UTILITY LOCATE MARKINGS AS PROVIDED BY OTHERS, PROVIDED PER UTILITY LOCATE TICKET NUMBERS 23483098, 23483099, AND 23483100. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND LOCATES REPRESENT THE ONLY UTILITIES IN THE AREA. CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- FIELD WORK WAS CONDUCTED DECEMBER 12, 2023.
- BASIS OF BEARINGS / HORIZONTAL DATUM: COORDINATES ARE BASED ON WASHINGTON PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (2011) EPOCH 2010.000 DERIVED FROM GPS TIES FROM THE WASHINGTON STATE REFERENCE NETWORK (WSRN). DISTANCES SHOWN ARE GROUND DISTANCES.
- VERTICAL DATUM: ELEVATIONS ARE BASED ON CLARK COUNTY BENCHMARK NO. 65, LOCATED ON THE EAST SIDE OF NE 155TH AVENUE IN THE BPA RIGHT-OF-WAY, SOUTH OF NE 18TH STREET. ELEVATION = 300.24 FEET (NGVD (29)47)).
- CONTOUR INTERVAL IS 1.00 FOOT.
- THIS IS NOT A PROPERTY BOUNDARY SURVEY TO BE RECORDED WITH THE COUNTY SURVEYOR. BOUNDARIES MAY BE PRELIMINARY AND SHOULD BE CONFIRMED WITH THE STAMPING SURVEYOR PRIOR TO RELYING ON FOR DETAILED DESIGN OR CONSTRUCTION.
- TREES WITH DIAMETER OF 6" AND GREATER ARE SHOWN. TREE DIAMETERS WERE DETERMINED BY VISUAL INSPECTION. TREE INFORMATION IS SUBJECT TO CHANGE UPON ARBORIST INSPECTION.

TREE TABLE		
TREE NUMBER	TYPE	DBH (IN.)
10200	DECIDUOUS	8
10310	DECIDUOUS	7

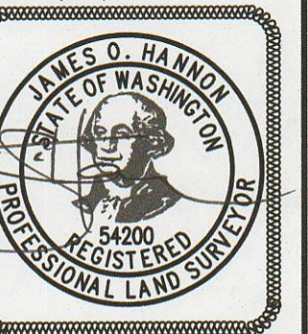


SCALE: 1" = 20 FEET  
 ORIGINAL PAGE SIZE: 22" x 34"



AKS DRAWING FILE: 10410-02\_C002\_EXCOND.DWG | LAYOUT: C002

OWNER: PORT OF CAMAS-WASHOUGAL  
 DESIGNED BY:  
 DRAWN BY: CJC  
 MANAGED BY: BDH  
 CHECKED BY: JOH  
 DATE: 03/29/2024

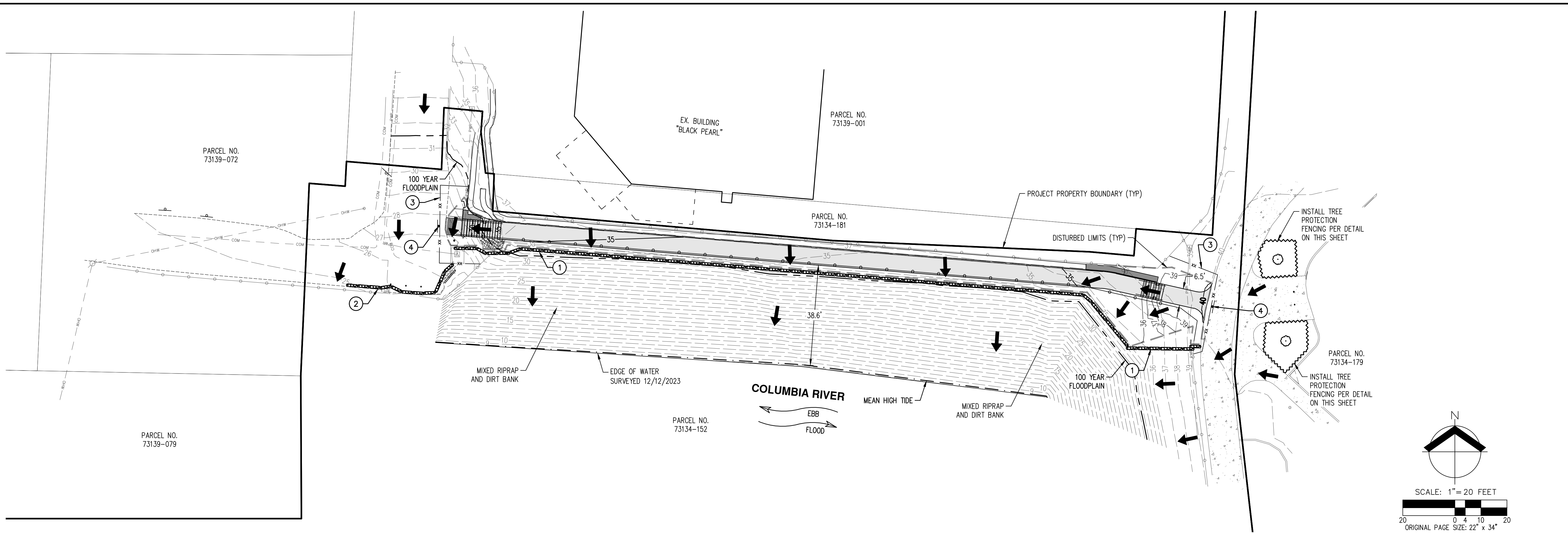


REVISIONS

JOB NUMBER  
**10410-02**

SHEET  
**C002**

**APPLICANT**  
 PORT OF CAMAS-WASHOUGAL  
 CONTACT: JENNIFER TAYLOR  
 24 SOUTH A STREET  
 WASHOUGAL, WA 98671  
 PH: 360-835-2196



**EROSION AND SEDIMENT CONTROL KEYED NOTES** ④

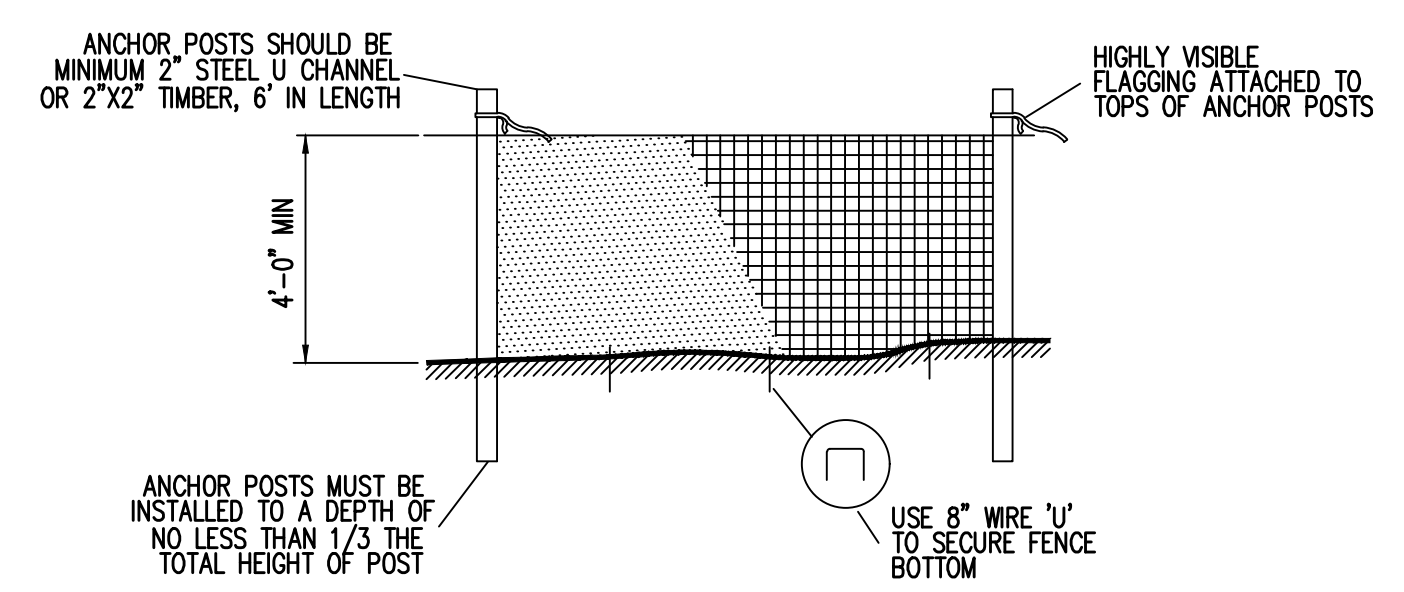
1. INSTALL STRAW WATTLES DOWNSTREAM OF IMPROVEMENTS PER CITY OF WASHOUGAL DETAIL AND NOTES, SHEET C500.
2. INSTALL STRAW WATTLES, HELD IN PLACE BY SAND BAGS, ALONG EDGE OF EXISTING ASPHALT PAVEMENT PER CITY OF WASHOUGAL DETAIL AND NOTES, SHEET C500.
3. CHAINLINK CONSTRUCTION SECURITY FENCE; TENTATIVE LOCATION (TYP). CONTRACTOR TO PROVIDE OWNER WITH FINAL FENCE LAYOUT FOR APPROVAL.
4. INSTALL "SIDEWALK CLOSED" SIGN (MUTCD R9-9) ON OUTSIDE FACE OF CONSTRUCTION FENCE.

**LEGEND**

EXISTING GROUND CONTOUR (1 FT)	---
EXISTING GROUND CONTOUR (5 FT)	---
FINISHED GRADE CONTOUR (1 FT)	---
FINISHED GRADE CONTOUR (5 FT)	---
STRAW WATTLE	▨
DRAINAGE FLOW DIRECTION	➔
DISTURBED LIMITS	---
MEAN HIGH TIDE	---
100-YEAR FLOODPLAIN	---

**GENERAL NOTES**

1. REFER TO SHEET C500 FOR CITY OF WASHOUGAL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS.
2. ALL CONCRETE WASHOUT EXPECTED TO TAKE PLACE OFFSITE.
3. SITE DISTURBED AREA IS ±3,160 SF.
4. EXISTING VEGETATION WITHIN THE PROJECT SITE CONSISTS OF A MIX OF SHORT GRASSES AND SHRUBS.
5. EXCAVATED NATIVE SOILS SHALL NOT BE USED FOR STRUCTURAL FILL UNLESS APPROVED BY PROJECT GEOTECHNICAL ENGINEER. SOILS EXCAVATED WITHIN THE SITE NOT BEING RETAINED ON SITE SHALL BE DISPOSED OF AT AN APPROVED OFF-SITE LOCATION.
6. FINISH GRADE CONTOURS REPRESENT TOP OF FINISHED SURFACE. REFER TO C200 FOR SPOT ELEVATIONS.
7. SIGNIFICANT VARIATION OF DEGREE OF EROSION CONTROL EFFORT WILL BE DICTATED BY WEATHER CONDITIONS. THE DEVELOPER AND CONTRACTOR SHOULD BE PREPARED TO PROVIDE EXTRA EROSION CONTROL PROVISIONS AND EFFORT DURING WINTER AND WET WEATHER CONDITIONS BEYOND THAT NORMALLY REQUIRED DURING SUMMER AND DRY WEATHER CONDITIONS. FINE GRAINED AND UNCONSOLIDATED SOILS ON SLOPING SITES MAY BECOME UNSTABLE WHEN SUBJECT TO EXCESSIVE MOISTURE.
8. ALL PAVEMENT AND CONCRETE SURFACES WITHIN PROJECT VICINITY USED BY THE CONTRACTOR SHALL BE CLEANED PRIOR TO PROJECT ACCEPTANCE. CONTRACTOR SHALL NOT ALLOW ANY WASH WATER TO LEAVE PROJECT LIMITS AND ENTER THE COLUMBIA RIVER.
9. THE LANDSCAPE AREAS WITHIN AND ADJACENT TO THE SITE CONTAIN PLANTINGS AND IRRIGATION IMPROVEMENTS THAT SHALL BE PROTECTED THROUGHOUT CONSTRUCTION. ANY DAMAGE TO PLANTINGS OR IRRIGATION SYSTEM COMPONENTS SHALL BE RESTORED TO PRE-PROJECT OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
10. THESE EROSION AND SEDIMENT CONTROL PLANS ASSUME "DRY WEATHER" CONSTRUCTION. "WET WEATHER" CONSTRUCTION MEASURES NEED TO BE APPLIED BETWEEN OCTOBER 1ST AND APRIL 30TH.



**PLASTIC MESH TREE PROTECTION FENCE**  
 NOT TO SCALE

**TREE PROTECTION NOTES:**

1. BLAZE ORANGE OR BLUE PLASTIC MESH FENCE FOR TREE PROTECTION DEVICE, ONLY.
2. BOUNDARIES OF PROTECTION AREA WILL BE ESTABLISHED IN THE FIELD BY THE ARBORIST PRIOR TO CONSTRUCTION.
3. BOUNDARIES OF PROTECTION AREA SHOULD BE STAKED AND FLAGGED BY THE ARBORIST, OR UNDER THE SUPERVISION OF THE ARBORIST, PRIOR TO INSTALLING DEVICES.
4. AVOID DAMAGE TO CRITICAL ROOT ZONE. DO NOT DAMAGE OR SEVER LARGE ROOTS WHEN INSTALLING POSTS.
5. TREE PROTECTION TO BE INSTALLED PRIOR TO CONSTRUCTION AND REMAIN IN PLACES UNTIL CONSTRUCTION IS COMPLETED.

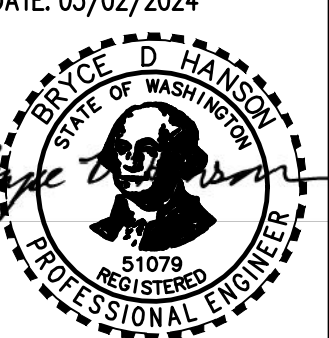
AKS DRAWING FILE: 10410-02\_C050\_ESC\_PLANS.DWG | LAYOUT: C050



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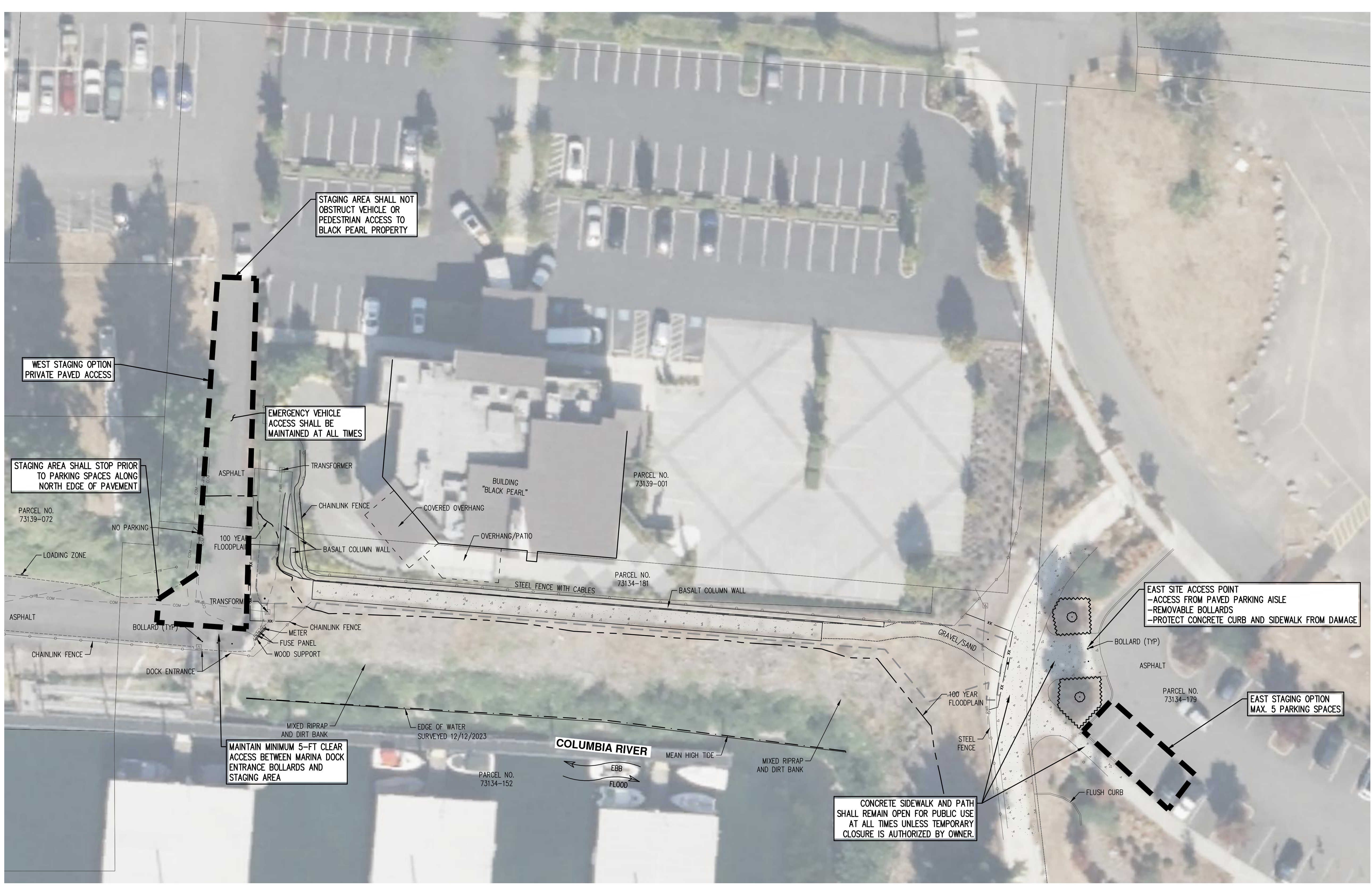
**APPLICANT**  
 PORT OF CAMAS-WASHOUGAL  
 CONTACT: JENNIFER TAYLOR  
 24 SOUTH A STREET  
 WASHOUGAL, WA 98671  
 PH: 360-835-2196

OWNER:	PORT OF CAMAS-WASHOUGAL
DESIGNED BY:	TJW
DRAWN BY:	NMG
MANAGED BY:	BDH
CHECKED BY:	BDH
DATE:	05/02/2024



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JOB NUMBER  
**10410-02**  
 SHEET  
**C050**



STAGING AREA SHALL NOT OBSTRUCT VEHICLE OR PEDESTRIAN ACCESS TO BLACK PEARL PROPERTY

WEST STAGING OPTION PRIVATE PAVED ACCESS

EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED AT ALL TIMES

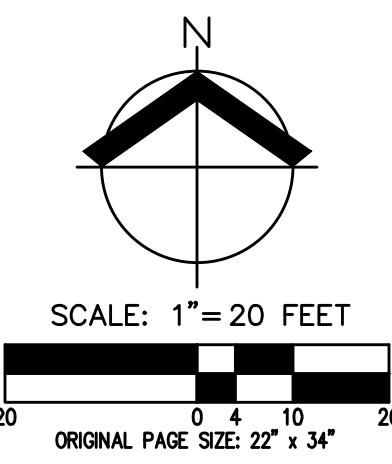
STAGING AREA SHALL STOP PRIOR TO PARKING SPACES ALONG NORTH EDGE OF PAVEMENT

EAST SITE ACCESS POINT  
-ACCESS FROM PAVED PARKING AISLE  
-REMOVABLE BOLLARDS  
-PROTECT CONCRETE CURB AND SIDEWALK FROM DAMAGE

MAINTAIN MINIMUM 5-FT CLEAR ACCESS BETWEEN MARINA DOCK ENTRANCE BOLLARDS AND STAGING AREA

CONCRETE SIDEWALK AND PATH SHALL REMAIN OPEN FOR PUBLIC USE AT ALL TIMES UNLESS TEMPORARY CLOSURE IS AUTHORIZED BY OWNER.

EAST STAGING OPTION MAX. 5 PARKING SPACES



**STAGING NOTES**

1. CONSTRUCTION WORK DATE AND TIME CONSTRAINTS EXIST DUE TO USE OF THE AREAS ADJACENT TO THE SITE INCLUDING BUT NOT LIMITED TO EVENTS HELD AT THE BLACK PEARL PROPERTY; COORDINATION WITH OWNER REQUIRED.
2. PRIOR TO BEGINNING WORK, CONTRACTOR SHALL PROVIDE CONSTRUCTION STAGING PLAN FOR REVIEW BY OWNER'S REPRESENTATIVE.

AKS DRAWING FILE: 10410-02\_C060\_STAGING.DWG | LAYOUT: C060

OWNER:	PORT OF CAMAS-WASHOUGAL
DESIGNED BY:	TJW
DRAWN BY:	NMG
MANAGED BY:	BDH
CHECKED BY:	BDH
DATE:	05/02/2024



REVISIONS
▲ BID SET - 06/18/2024

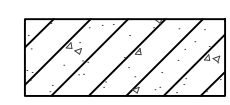
JOB NUMBER	10410-02
SHEET	C060

**APPLICANT**  
PORT OF CAMAS-WASHOUGAL  
CONTACT: JENNIFER TAYLOR  
24 SOUTH A STREET  
WASHOUGAL, WA 98671  
PH: 360-835-2196

**LEGEND**

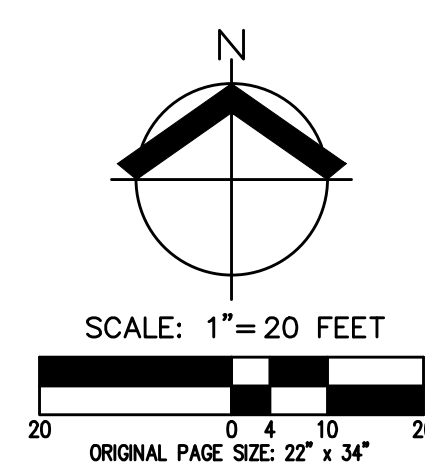
EXISTING GROUND CONTOUR (1 FT)      - - - - - 350 - - - - -

EXISTING GROUND CONTOUR (5 FT)      - - - - - 350 - - - - -

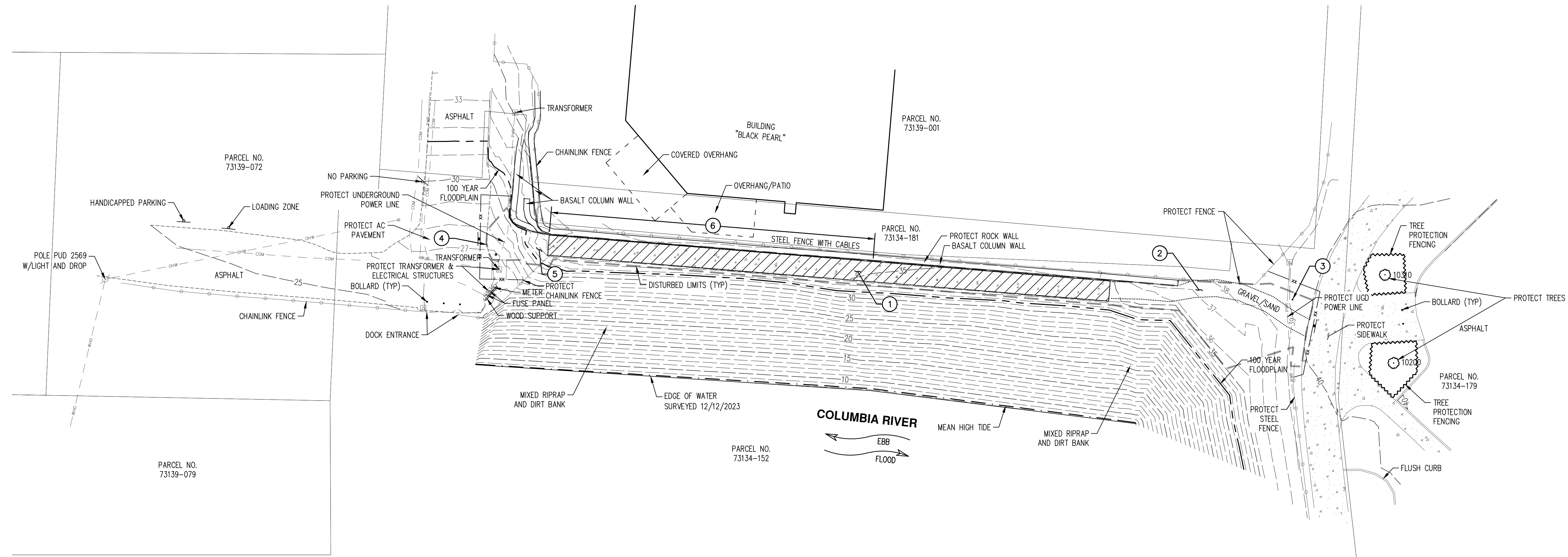
CONCRETE TO BE REMOVED      

DISTURBED LIMITS      - - - - -

N



SCALE: 1" = 20 FEET  
 ORIGINAL PAGE SIZE: 22" x 34"



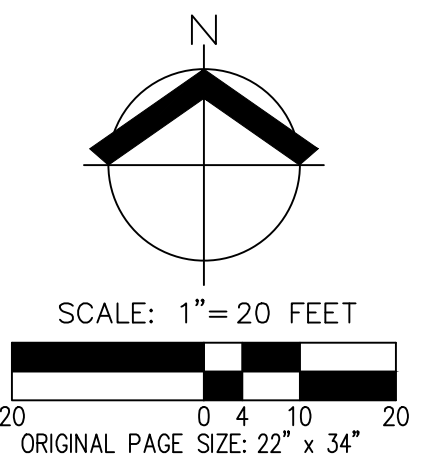
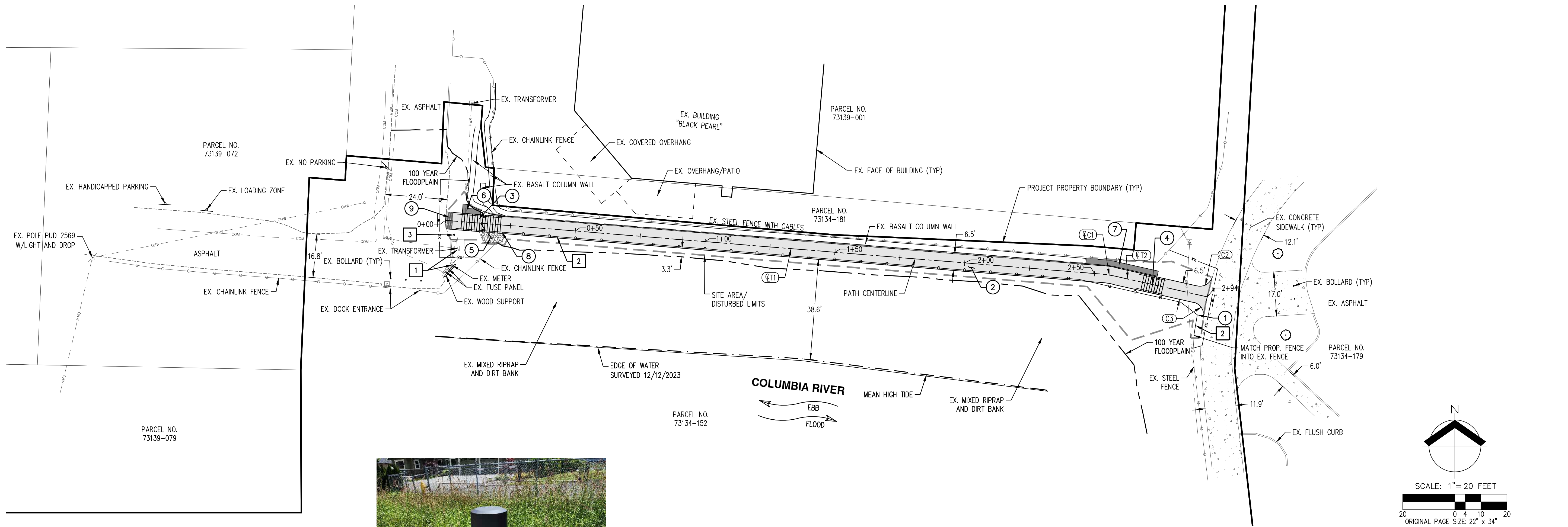
**GENERAL NOTES**

1. THE LANDSCAPE AREAS WITHIN AND ADJACENT TO THE SITE CONTAIN PLANTINGS AND IRRIGATION IMPROVEMENTS THAT SHALL BE PROTECTED THROUGHOUT CONSTRUCTION. ANY DAMAGE TO PLANTINGS OR IRRIGATION SYSTEM COMPONENTS SHALL BE RESTORED TO PRE-PROJECT OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.

**DEMOLITION KEYED NOTES** #

1. REMOVE CONCRETE PATH (±1,440 SF).
2. REMOVE GRAVEL/SAND PATHWAY (±440 SF).
3. REMOVE BOLLARD.
4. SAWCUT APPROX. 7 LF OF ASPHALT PAVEMENT EDGE TO PRODUCE CLEAN SQUARE EDGE FOR PROPOSED CONCRETE CONNECTION.
5. REMOVE SURVEY MONUMENT (IRON ROD WITH CAP).
6. APPROXIMATE LIMITS OF EXISTING CONCRETE SLAB BENEATH CONCRETE PATH. AFTER REMOVAL OF UPPER PATH CONCRETE, PROJECT GEOTECHNICAL ENGINEER SHALL EVALUATE EXISTING CONCRETE SLAB FOR ABILITY TO SUPPORT PROPOSED PATH.

AKS DRAWING FILE: 10410-02\_C090\_DEMO.DWG | LAYOUT: C090



**BOLLARD EXAMPLE**

**GENERAL NOTES**

- PROJECT SITE IS LOCATED WITHIN PARCEL #73134-152 WHICH HAS AN OVERALL AREA OF APPROXIMATELY 4.35 ACRES PER CLARK COUNTY GIS.
- EXISTING VEGETATION WITHIN THE PROJECT SITE CONSISTS OF A MIX OF SHORT GRASSES AND SHRUBS INCLUDING BLACKBERRIES.
- SEE SHEET C200 FOR SITE SPOT ELEVATIONS.
- LIGHTING IMPROVEMENTS SHALL BE DESIGN BUILD. PROPOSED LIGHTING SHALL ILLUMINATE PROPOSED PATH AND STAIRS WHILE LIMITING BLEEDING TOWARDS BLACK PEARL PROPERTY TO THE NORTH AND MARINA TO THE SOUTH. LIGHTING DESIGN AND MATERIALS SHALL BE APPROVED BY OWNER. SEE SHEETS C001 AND C002 REGARDING LIMITATIONS OF SHOWN UNDERGROUND UTILITY LOCATES.

**LIGHTING DESIGN BUILD KEYED NOTES**

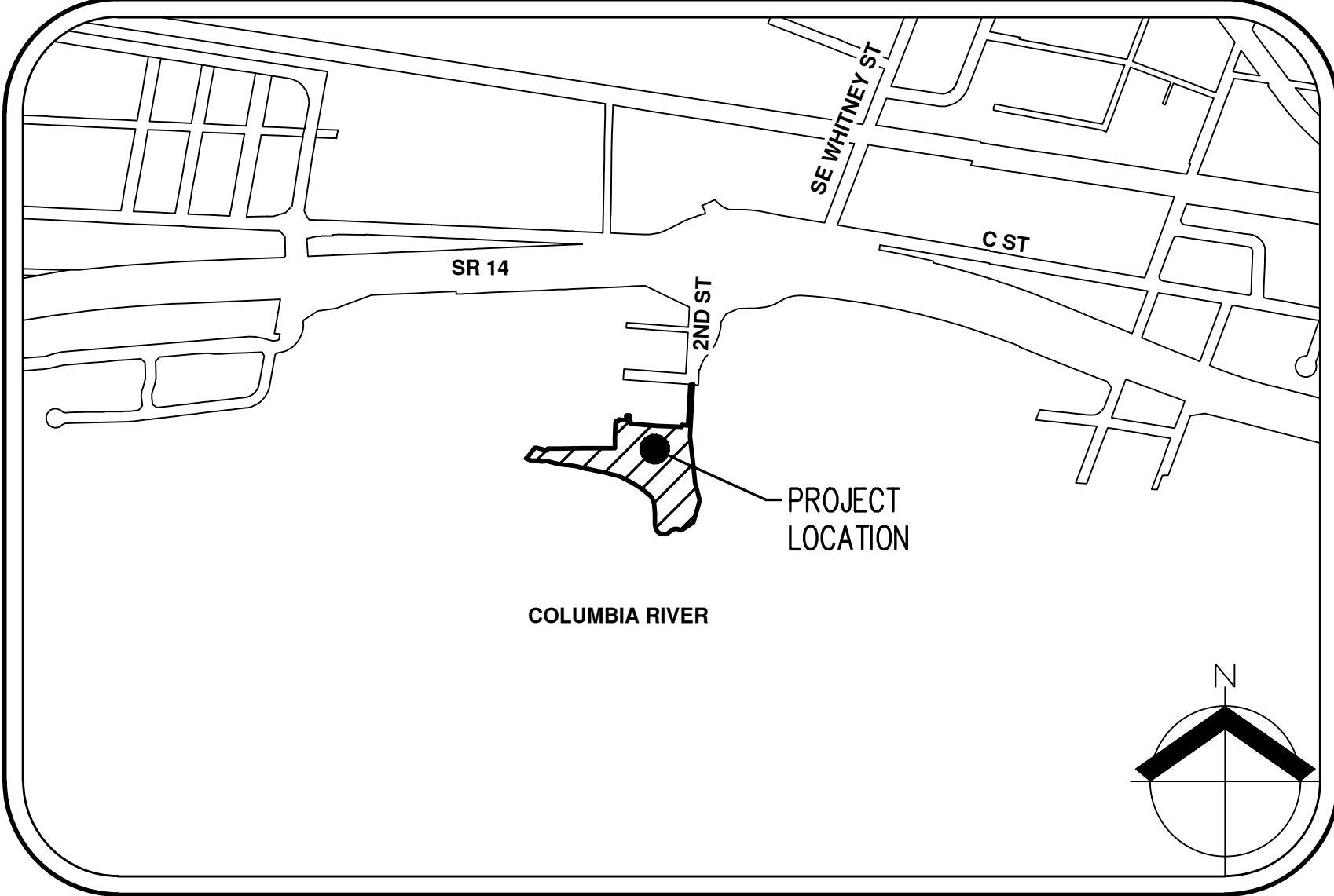
- EXISTING TRANSFORMER AND POWER METER; POTENTIAL ELECTRICAL POINT OF CONNECTION.
- INSTALL OUTDOOR-RATED LED STRIP LIGHTING ALONG ENTIRE LENGTH OF PROPOSED ORNAMENTAL FENCE (278 LF). STRIP LIGHTING HOUSING TO BE AFFIXED TO ONE OF ORNAMENTAL FENCE'S TWO UPPER RAILS. SEE GENERAL NOTE #4.
- INSTALL LED BOLLARD LIGHT WITH 180-DEGREE SHIELD; TENTATIVE LOCATION SHOWN. BOLLARD TO MATCH EXISTING WATERFRONT BOLLARD STYLE/PRODUCT PER IMAGE ON THIS SHEET. SEE GENERAL NOTE #4.

**KEYED NOTES**

- INSTALL ORNAMENTAL FENCE PER DETAIL 1/C400 (278 LF). POSTS SHALL BE DIRECT EMBEDDED WITHIN LANDSCAPE AREAS AND SURFACE MOUNTED WITHIN PROPOSED CONCRETE PATH.
- CONSTRUCT THICKENED EDGE SIDEWALK PER DETAIL 2/C400 (1,775 SF).
- CONSTRUCT STAIRWAY #1 (WEST) WITH HANDRAIL PER DETAILS 3/C400 & 4/C400. 15 STEPS WITH TYPICAL 6.0" RISER HEIGHT AND 12.0" TREAD DEPTHS. MINIMUM 5.25' CLEAR WIDTH BETWEEN HANDRAILS.
- CONSTRUCT STAIRWAY #2 (EAST) WITH HANDRAIL PER DETAILS 3/C400 & 4/C400. 8 STEPS WITH TYPICAL 6.0" RISER HEIGHT AND 12.0" TREAD DEPTHS. MINIMUM 5.25' CLEAR WIDTH BETWEEN HANDRAILS.
- PLACE RIPRAP (4 CY) ALONG EDGE OF PATH/STAIRWAY PER DETAIL 7/C400.
- CONSTRUCT 9-LF LANDSCAPE BOULDER WALL PER DETAIL 8/C401. SEE SHEET C200 FOR ELEVATIONS.
- CONSTRUCT 28-LF LANDSCAPE BOULDER WALL PER DETAIL 8/C401. SEE SHEET C200 FOR ELEVATIONS.
- TERMINATE ORNAMENTAL FENCE AT START OF STAIR HANDRAIL PER DETAIL 2/C401.
- INSTALL DETECTABLE WARNING PATTERN PER DETAIL 3/C401.

**ARCHAEOLOGICAL NOTE**

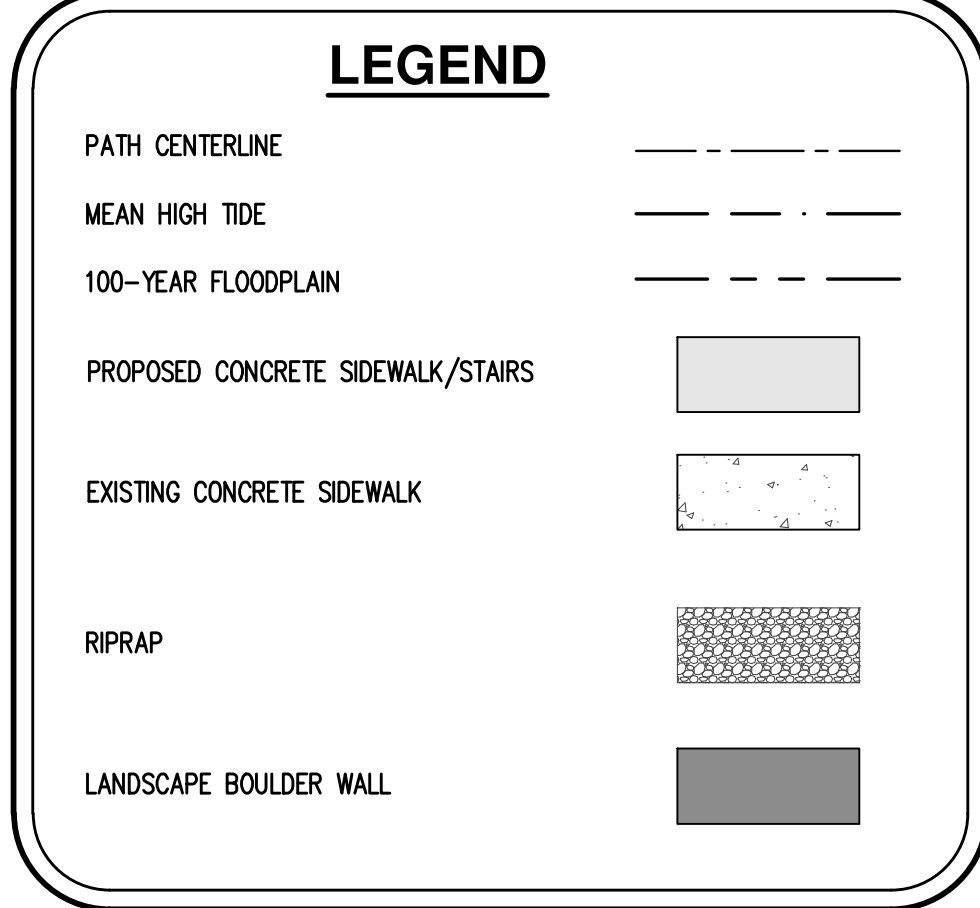
IF ANY CULTURAL RESOURCES AND/OR HUMAN REMAINS ARE DISCOVERED IN THE COURSE OF UNDERTAKING THE DEVELOPMENT ACTIVITY, THE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION IN OLYMPIA SHALL BE NOTIFIED. FAILURE TO COMPLY WITH THESE STATE REQUIREMENTS MAY CONSTITUTE A CLASS C FELONY, SUBJECT TO IMPRISONMENT AND/OR FINES.



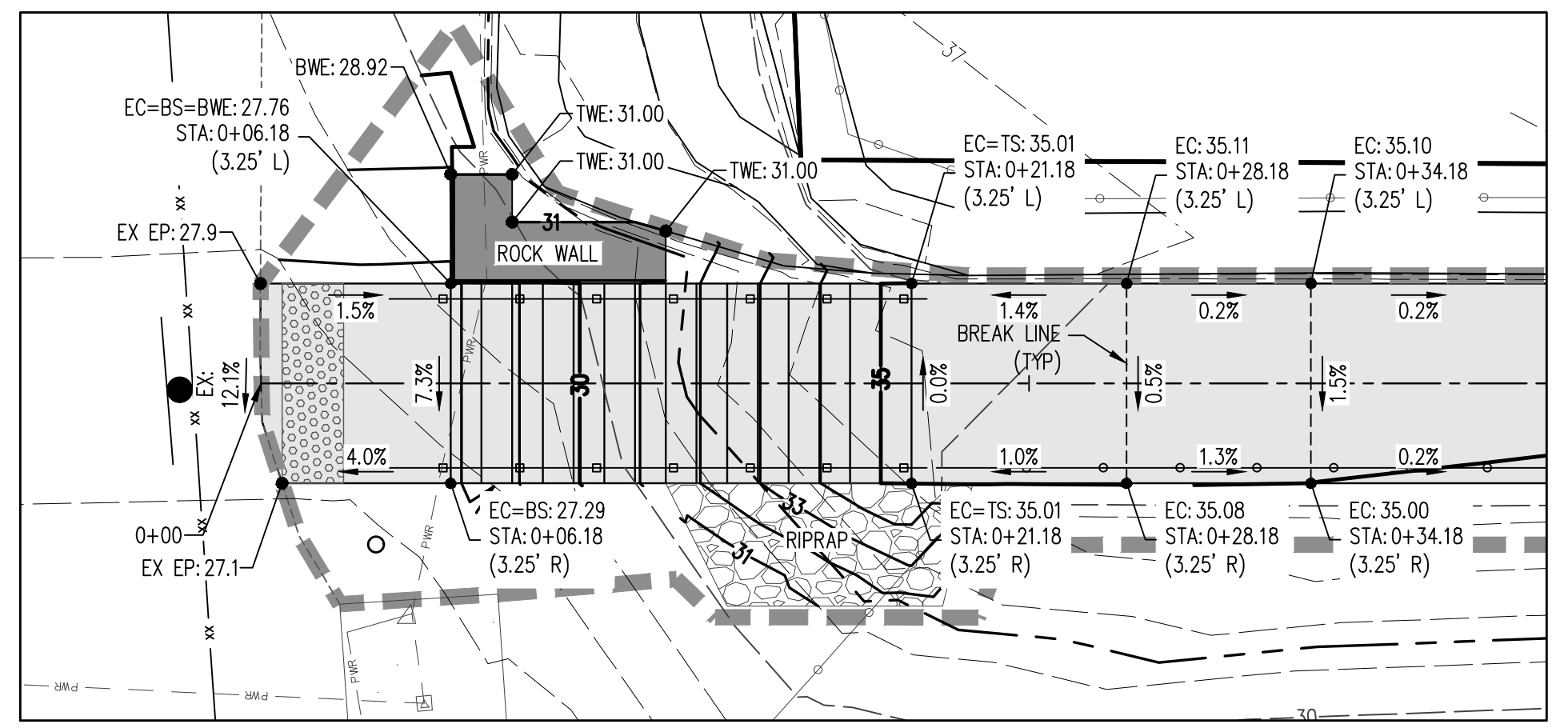
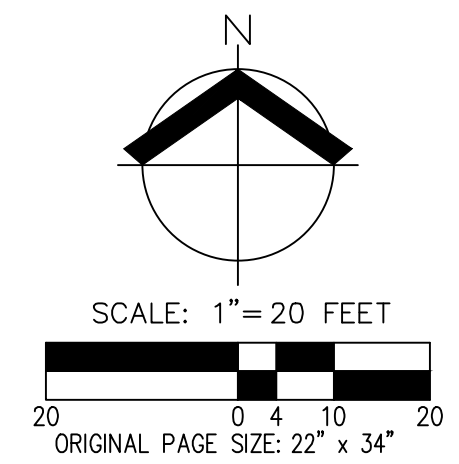
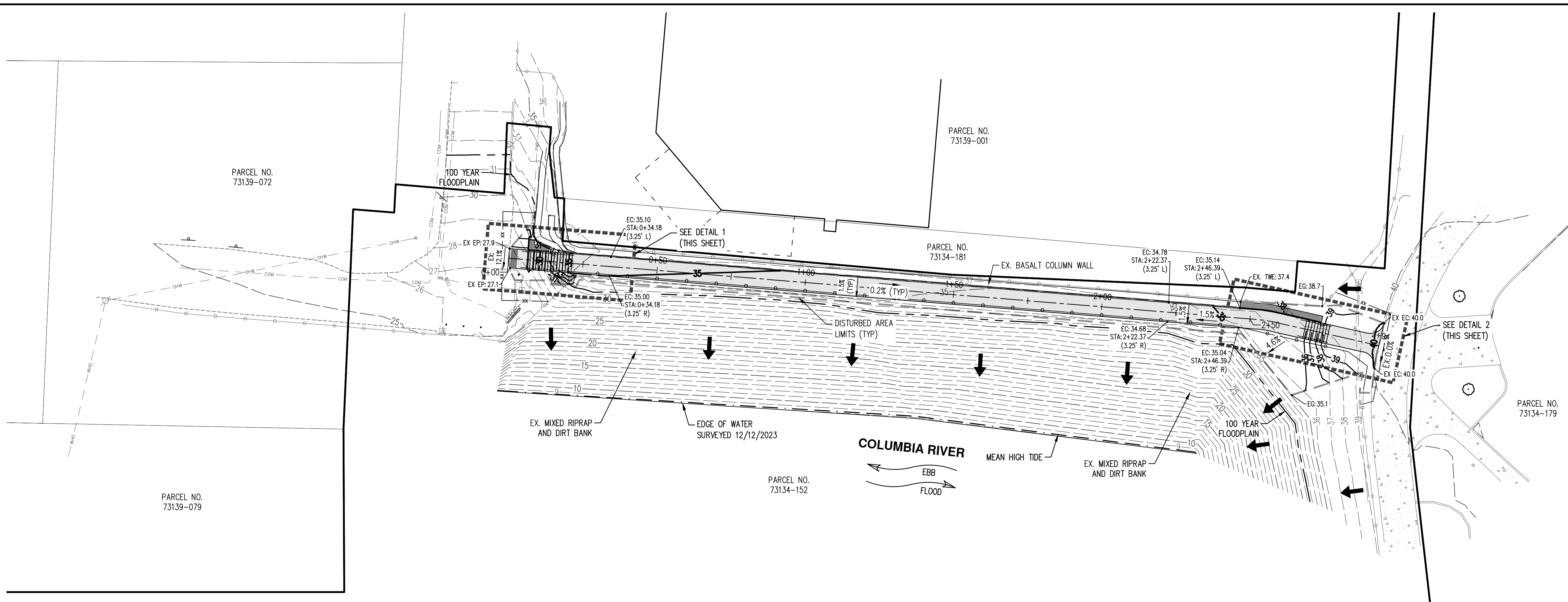
**VICINITY MAP**  
 NOT TO SCALE

PATH ALIGNMENT TABLE						
CURVE/TANGENT	STATION	RADIUS	LENGTH	DELTA	CHORD	TANGENT/CHORD BEARING
Q T1	0+21.18	---	231.72'	---	---	S85°18'51"E
Q C1	2+52.90	35.25'	4.90'	7°58'07"	4.90	S81°19'48"E
Q T2	2+57.80	---	10.98'	---	---	S77°20'44"E

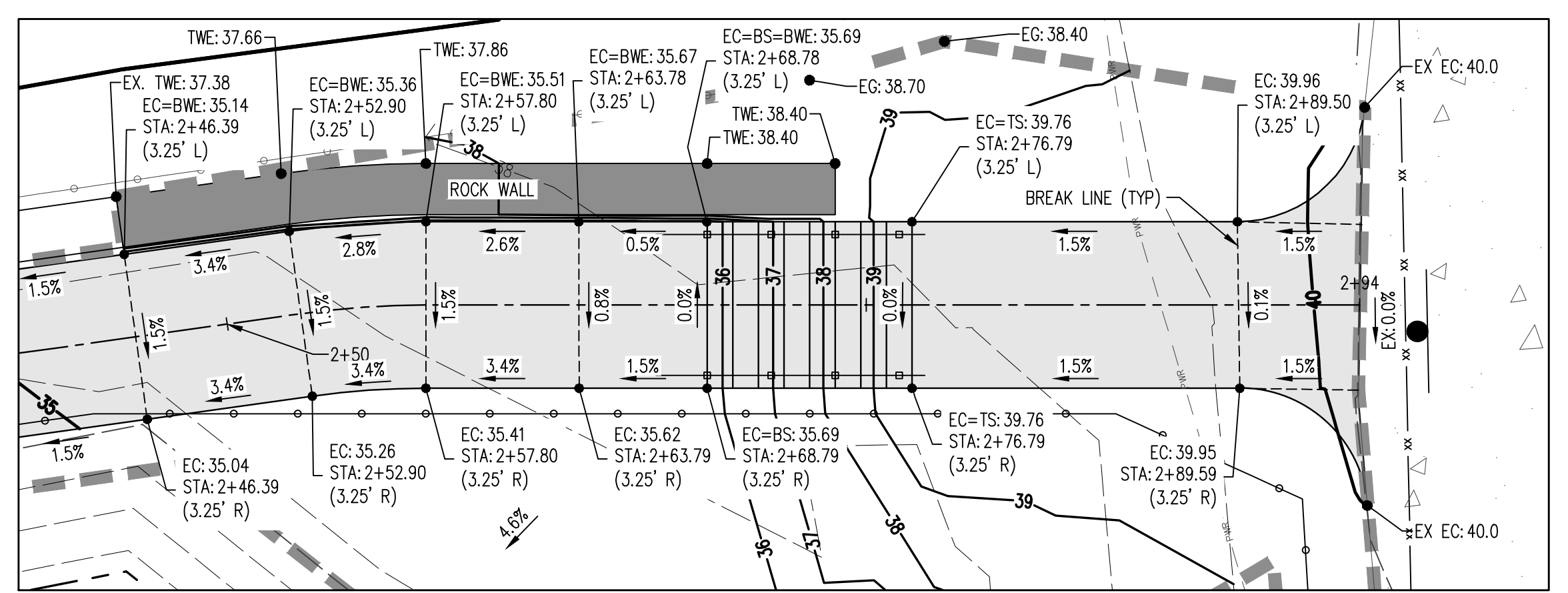
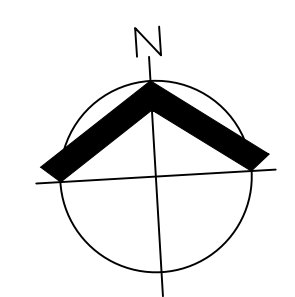
CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C2	5.00'	83°50'57"	7.32'	N60°43'48"E 6.68'
C3	5.00'	85°08'59"	7.43'	N34°46'14"W 6.77'



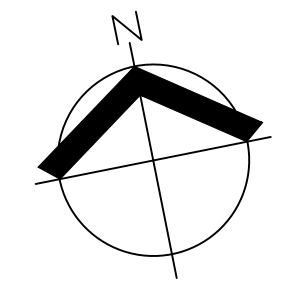
AKS DRAWING FILE: 10410-02\_C100\_SITEPLAN\_LAYOUTS\_C100



**DETAIL 1**  
 SCALE 1"= 5'



**DETAIL 2**  
 SCALE 1"= 5'



**STORMWATER REQUIREMENTS**

1. PROPOSED NEW PLUS REPLACED HARD SURFACE AREA IS LESS THAN 2,000 SF AND PROPOSED DISTURBED AREA IS LESS THAN 7,000 SF. THEREFORE, ONLY STORMWATER MINIMUM REQUIREMENT #2 CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN IS APPLICABLE TO THE PROJECT. SEE SHEET C050 EROSION AND SEDIMENT CONTROL PLAN WHICH PROPOSES BEST MANAGEMENT PRACTICES TO MEET THIS REQUIREMENT.

**ABBREVIATIONS:**

- BS = BOTTOM OF STAIRS ELEVATION
- BWE = BOTTOM OF WALL EXPOSED ELEVATION
- EC = EDGE OF CONCRETE ELEVATION
- EG = EXISTING GROUND ELEVATION
- EX EP = EXISTING EDGE OF PAVEMENT
- EX SW = EXISTING SIDEWALK ELEVATION
- FG = FINISH GRADE ELEVATION
- LG = LANDSCAPE GRADE ELEVATION
- TS = TOP OF STAIRS ELEVATION
- TWE = TOP OF WALL EXPOSED ELEVATION

DOWNWARD SLOPE X.X%

**GENERAL NOTES**

1. EXCAVATED NATIVE SOILS SHALL NOT BE USED FOR STRUCTURAL FILL UNLESS APPROVED BY PROJECT GEOTECHNICAL ENGINEER. SOILS EXCAVATED WITHIN THE SITE NOT BEING RETAINED ON SITE SHALL BE DISPOSED OF AT AN APPROVED OFF-SITE LOCATION.
2. ALL DISTURBED AREAS OUTSIDE PROPOSED HARDSCAPE SHALL BE COVERED WITH 2 TO 3-INCHES DEPTH OF WELL-AGED MEDIUM GRIND OR SHREDED DARK HEMLOCK BARK MULCH. AVOID COVERING FOLIAGE OR ROOT CROWN OF PLANTS WITH BARK MULCH OR WITHIN 3 INCHES OF STEMS. RAKE SMOOTH AND LEVEL. FINISHED GRADE OF BARK MULCH SHALL BE 1/2 INCH BELOW ADJACENT PAVEMENT.

DISTURBED AREA: ±3,350 SF

**GRADING QUANTITIES**

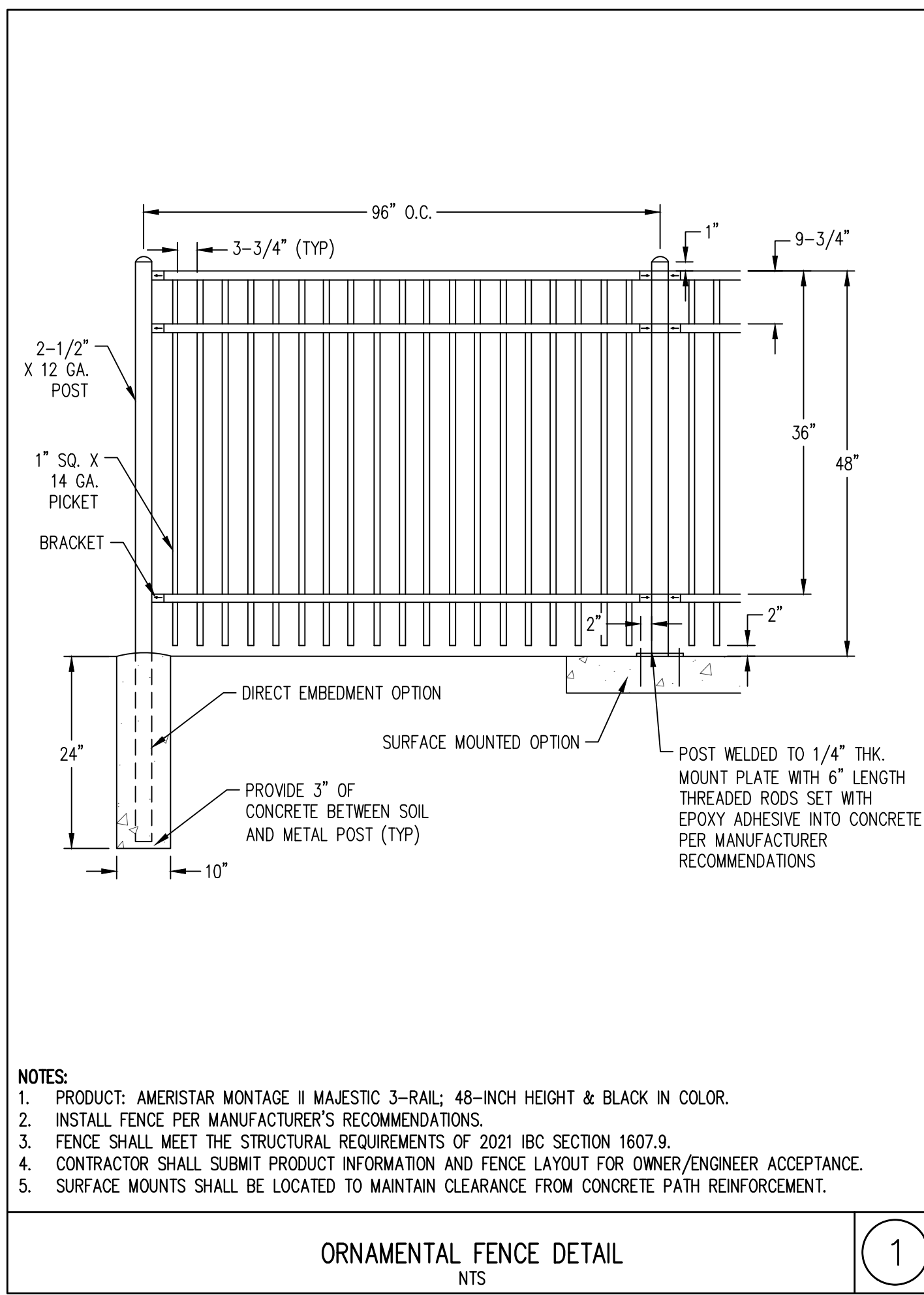
CUT: 18 CY  
 FILL: 40 CY

6" STRIPPINGS: 29 CY (OUT)

STRIPPINGS TO REMAIN ON SITE TO BE REDISTRIBUTED OVER LANDSCAPE AREAS AFTER ALL GRADING ACTIVITIES ARE COMPLETED. HAUL OFF EXCESS STRIPPINGS TO AN APPROVED SITE. FINISHED GRADES SHOWN REPRESENT TOP OF FILL INCLUDING PLACEMENT OF ANY STRIPPINGS (NON-STRUCTURAL FILL).

CUT AND FILL QUANTITIES SHOWN ARE BASED ON GENERAL SITE GRADING ESTABLISHED FROM THE STRIPPING GRADE TO THE PROPOSED FINISHED GRADES ACCOUNTING FOR PAVEMENT SECTION DEPTHS. THESE VOLUMES DO NOT TAKE INTO ACCOUNT ANY UNKNOWN UNSUITABLE SOIL DEPOSITS OR OVER-EXCAVATION OF NON-ORGANIC MATERIALS THAT ARE DISCOVERED ON SITE, NOR WET WEATHER CONDITIONS.

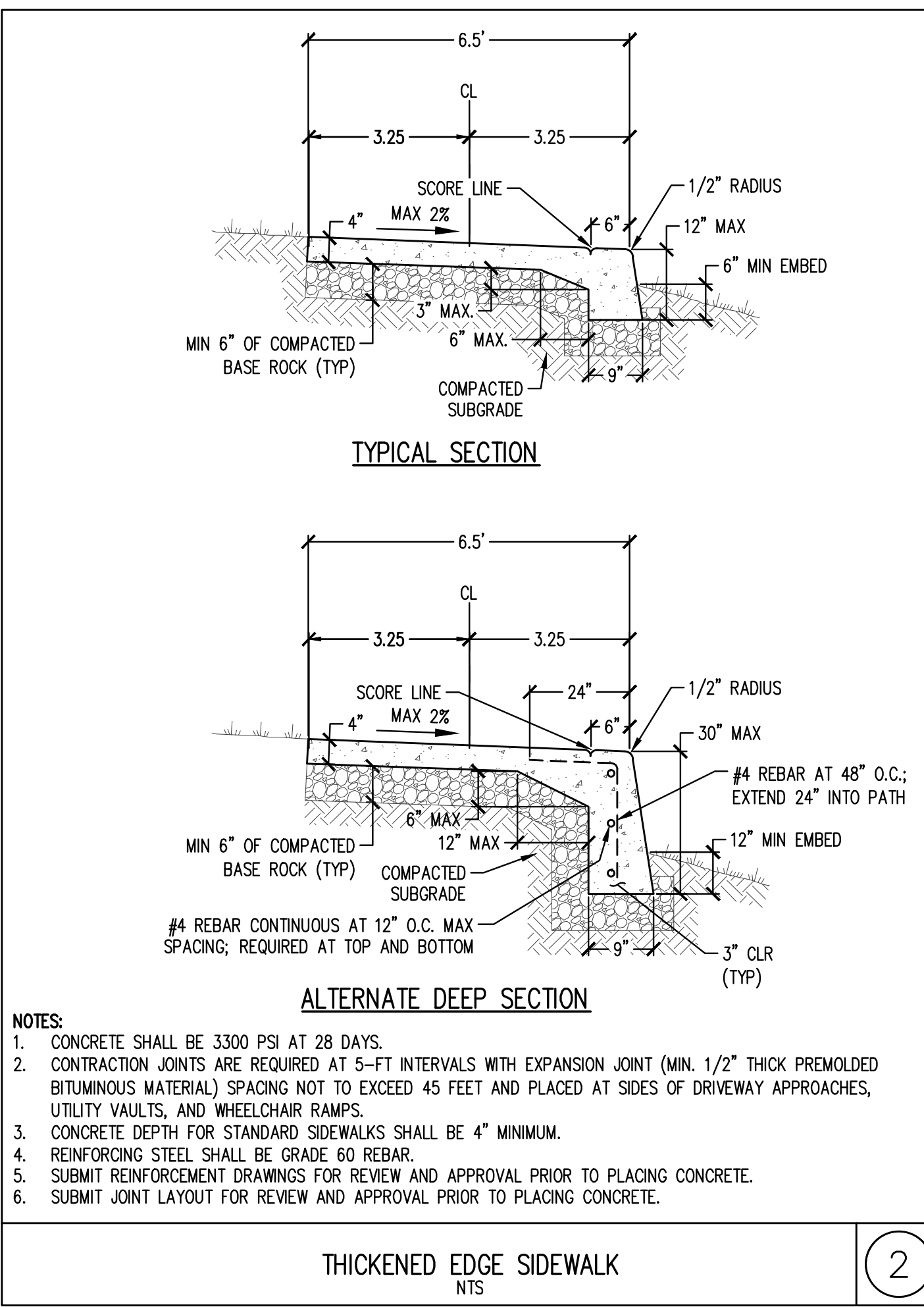
AKS DRAWING FILE: 10410-02\_C200 GRADING AND DRAINAGE PLAN LAYOUT: C200



- NOTES:**
1. PRODUCT: AMERISTAR MONTAGE II MAJESTIC 3-RAIL; 48-INCH HEIGHT & BLACK IN COLOR.
  2. INSTALL FENCE PER MANUFACTURER'S RECOMMENDATIONS.
  3. FENCE SHALL MEET THE STRUCTURAL REQUIREMENTS OF 2021 IBC SECTION 1607.9.
  4. CONTRACTOR SHALL SUBMIT PRODUCT INFORMATION AND FENCE LAYOUT FOR OWNER/ENGINEER ACCEPTANCE.
  5. SURFACE MOUNTS SHALL BE LOCATED TO MAINTAIN CLEARANCE FROM CONCRETE PATH REINFORCEMENT.

ORNAMENTAL FENCE DETAIL  
NTS

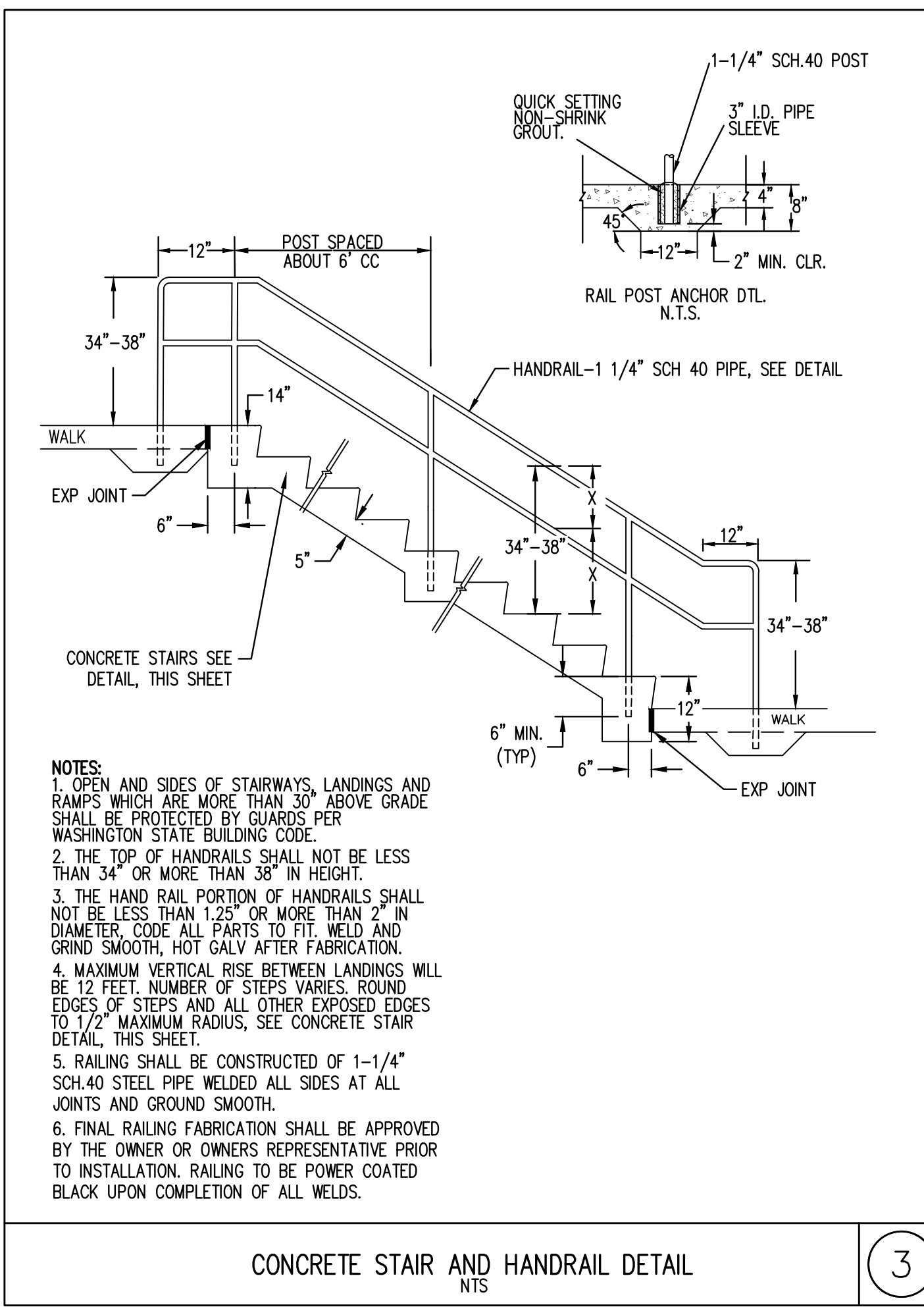
1



- NOTES:**
1. CONCRETE SHALL BE 3300 PSI AT 28 DAYS.
  2. CONTRACTION JOINTS ARE REQUIRED AT 5-FT INTERVALS WITH EXPANSION JOINT (MIN. 1/2" THICK PREMOLDED BITUMINOUS MATERIAL) SPACING NOT TO EXCEED 45 FEET AND PLACED AT SIDES OF DRIVEWAY APPROACHES, UTILITY VAULTS, AND WHEELCHAIR RAMPS.
  3. CONCRETE DEPTH FOR STANDARD SIDEWALKS SHALL BE 4" MINIMUM.
  4. REINFORCING STEEL SHALL BE GRADE 60 REBAR.
  5. SUBMIT REINFORCEMENT DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO PLACING CONCRETE.
  6. SUBMIT JOINT LAYOUT FOR REVIEW AND APPROVAL PRIOR TO PLACING CONCRETE.

THICKENED EDGE SIDEWALK  
NTS

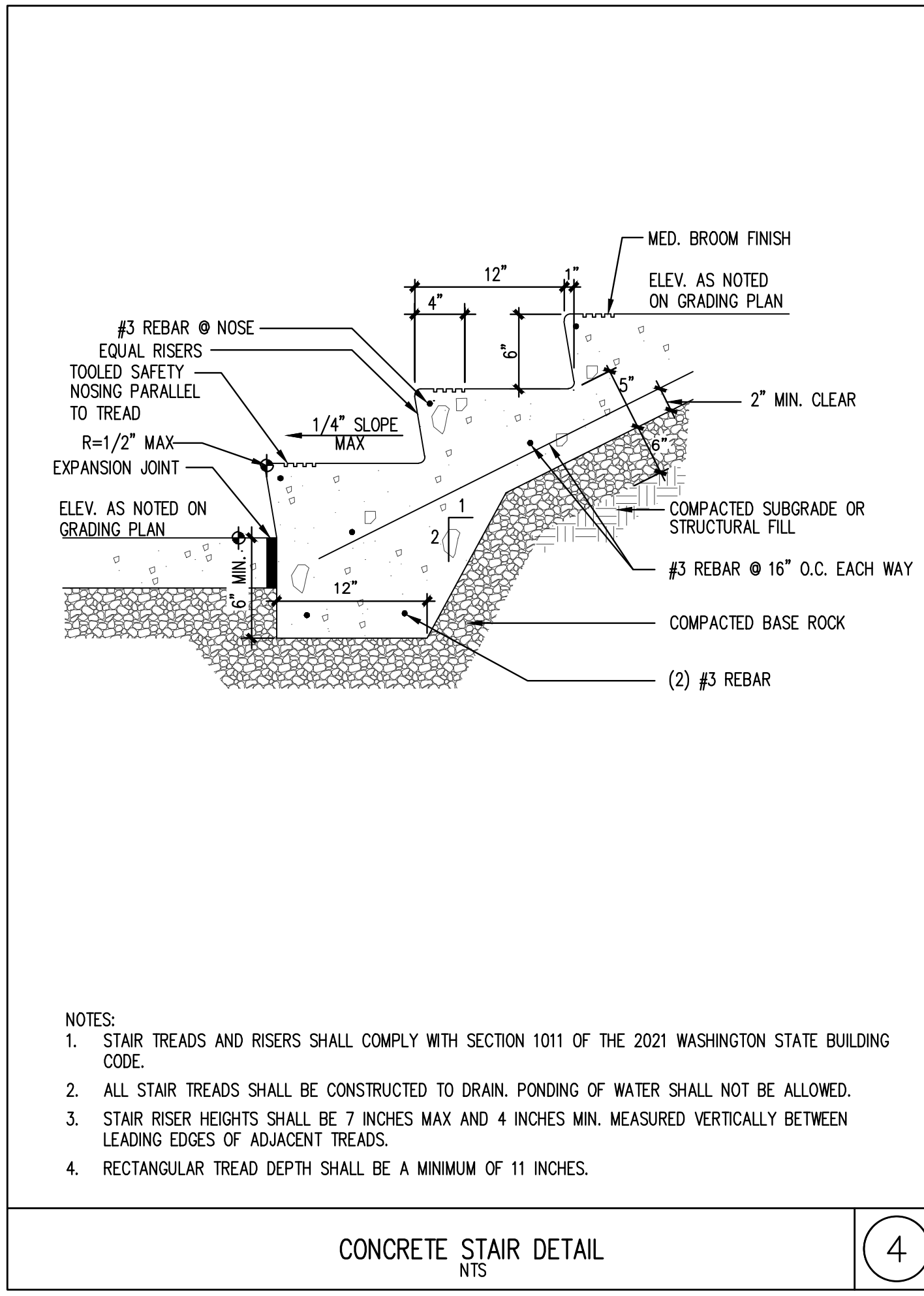
2



- NOTES:**
1. OPEN AND SIDES OF STAIRWAYS, LANDINGS AND RAMPS WHICH ARE MORE THAN 30" ABOVE GRADE SHALL BE PROTECTED BY GUARDS PER WASHINGTON STATE BUILDING CODE.
  2. THE TOP OF HANDRAILS SHALL NOT BE LESS THAN 34" OR MORE THAN 38" IN HEIGHT.
  3. THE HAND RAIL PORTION OF HANDRAILS SHALL NOT BE LESS THAN 1.25" OR MORE THAN 2" IN DIAMETER. CODE ALL PARTS TO FIT, WELD AND GRIND SMOOTH, HOT GALV AFTER FABRICATION.
  4. MAXIMUM VERTICAL RISE BETWEEN LANDINGS WILL BE 12 FEET. NUMBER OF STEPS VARIES. ROUND EDGES OF STEPS AND ALL OTHER EXPOSED EDGES TO 1/2" MAXIMUM RADIUS, SEE CONCRETE STAIR DETAIL, THIS SHEET.
  5. RAILING SHALL BE CONSTRUCTED OF 1-1/4" SCH.40 STEEL PIPE WELDED ALL SIDES AT ALL JOINTS AND GROUND SMOOTH.
  6. FINAL RAILING FABRICATION SHALL BE APPROVED BY THE OWNER OR OWNERS REPRESENTATIVE PRIOR TO INSTALLATION. RAILING TO BE POWER COATED BLACK UPON COMPLETION OF ALL WELDS.

CONCRETE STAIR AND HANDRAIL DETAIL  
NTS

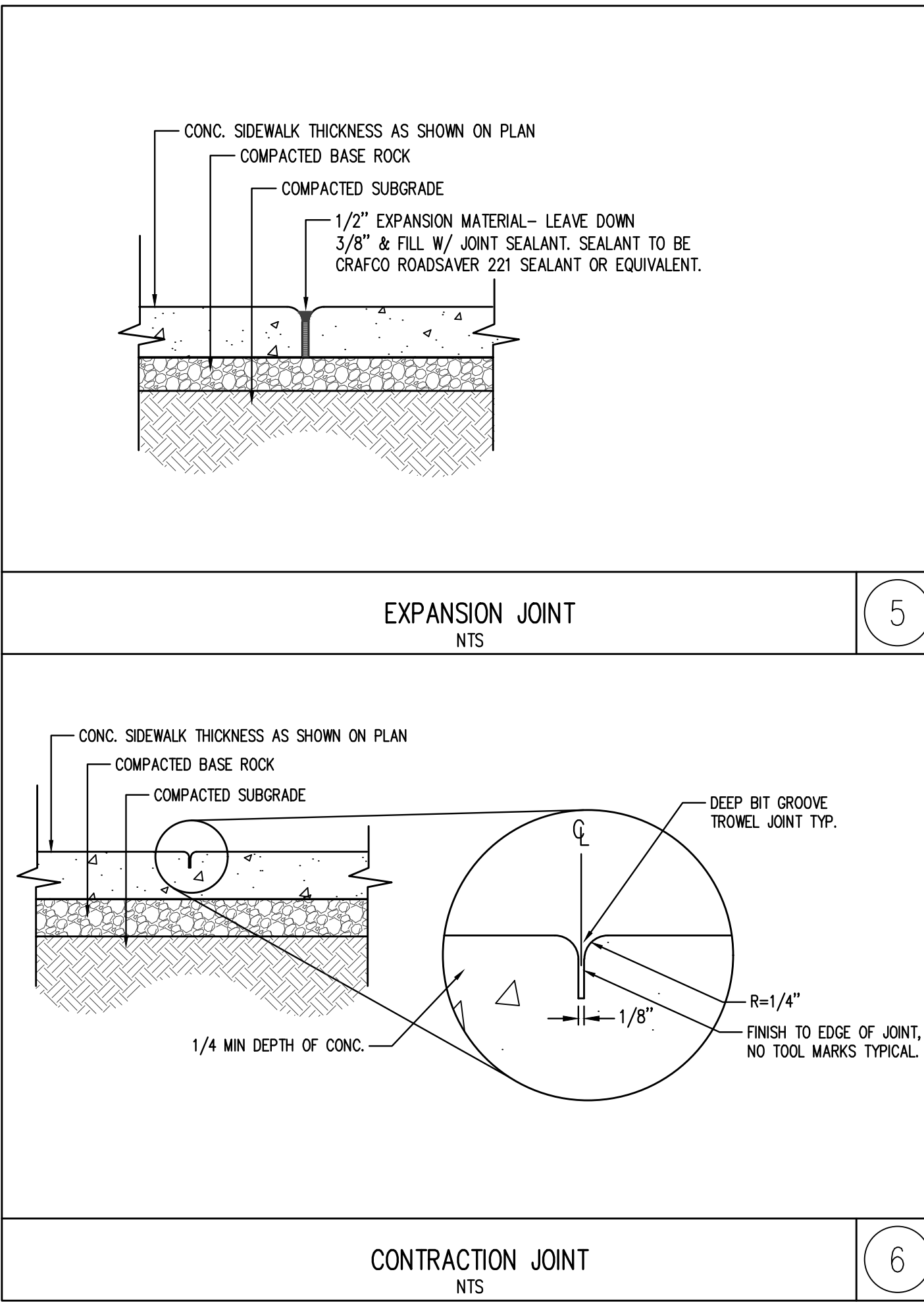
3



- NOTES:**
1. STAIR TREADS AND RISERS SHALL COMPLY WITH SECTION 1011 OF THE 2021 WASHINGTON STATE BUILDING CODE.
  2. ALL STAIR TREADS SHALL BE CONSTRUCTED TO DRAIN. PONDING OF WATER SHALL NOT BE ALLOWED.
  3. STAIR RISER HEIGHTS SHALL BE 7 INCHES MAX AND 4 INCHES MIN. MEASURED VERTICALLY BETWEEN LEADING EDGES OF ADJACENT TREADS.
  4. RECTANGULAR TREAD DEPTH SHALL BE A MINIMUM OF 11 INCHES.

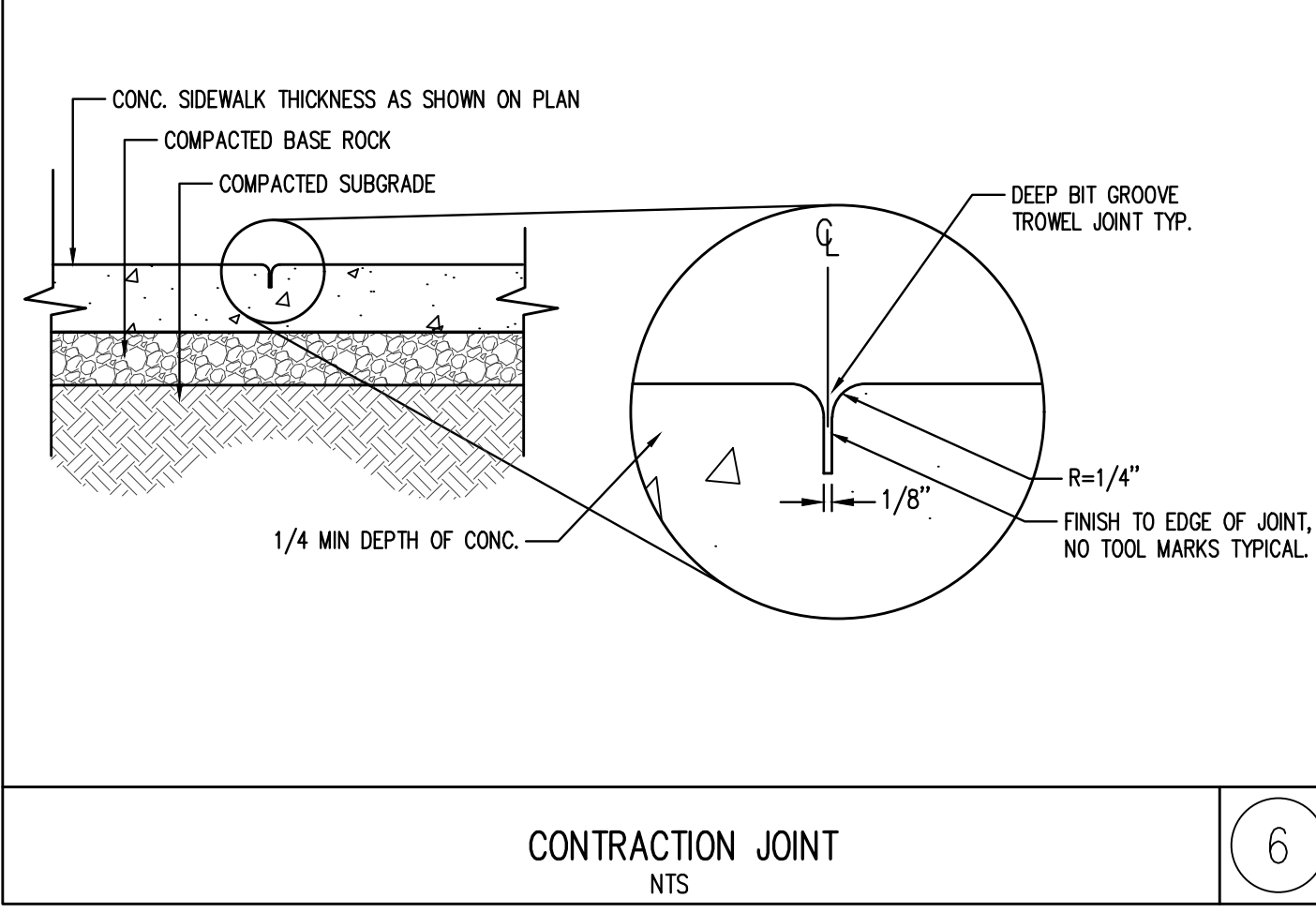
CONCRETE STAIR DETAIL  
NTS

4



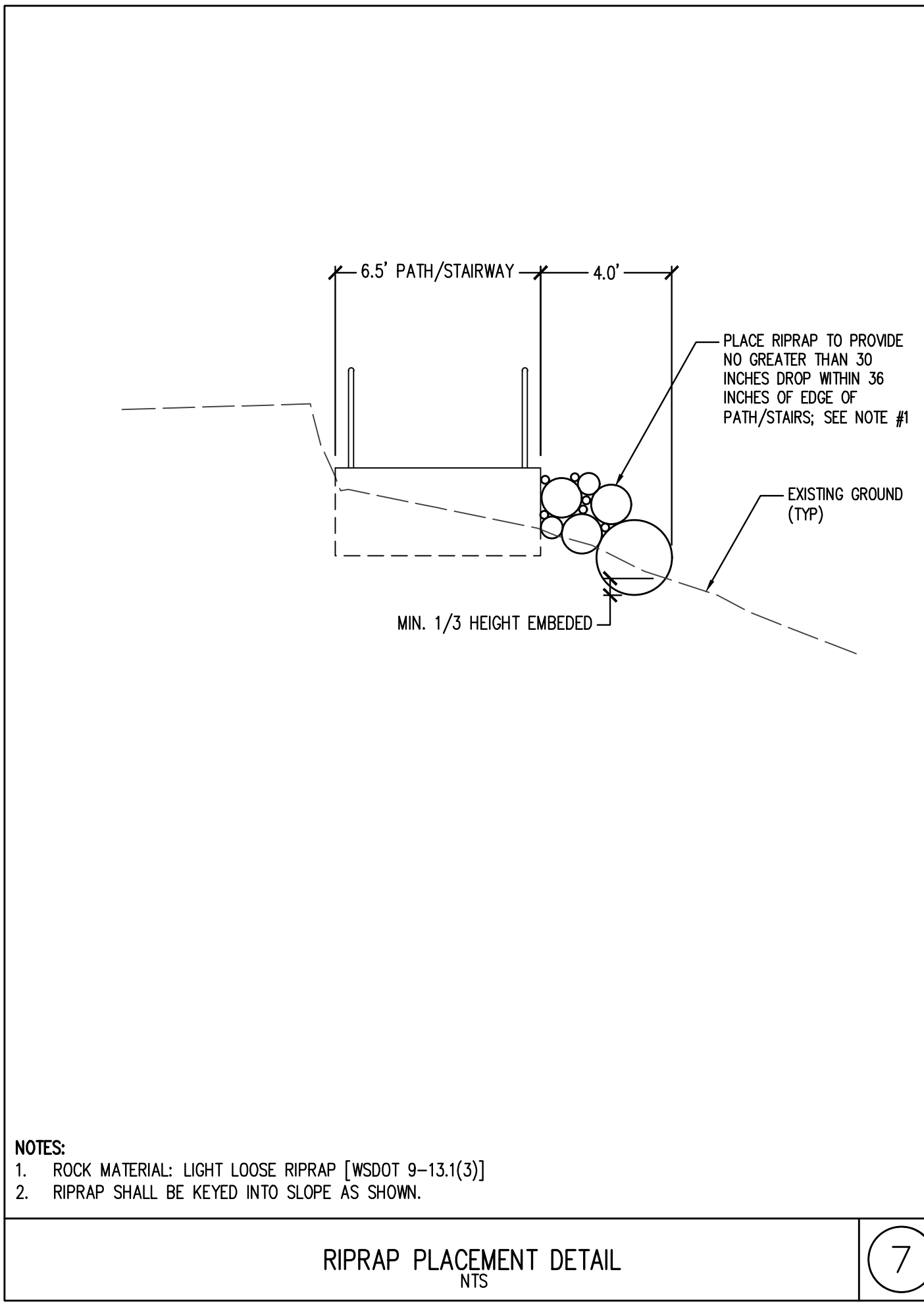
EXPANSION JOINT  
NTS

5



CONTRACTION JOINT  
NTS

6



- NOTES:**
1. ROCK MATERIAL: LIGHT LOOSE RIPRAP [WSDOT 9-13.1(3)]
  2. RIPRAP SHALL BE KEYPED INTO SLOPE AS SHOWN.

RIPRAP PLACEMENT DETAIL  
NTS

7

AKS DRAWING FILE: 10410-02\_C400\_PRIVATE\_DETAILS.DWG | LAYOUT: C400

OWNER:	PORT OF CAMAS-WASHOUGAL
DESIGNED BY:	TJW
DRAWN BY:	NMG
MANAGED BY:	BDH
CHECKED BY:	BDH
DATE:	05/02/2024

REVISIONS  
▲ BID SET - 06/18/2024

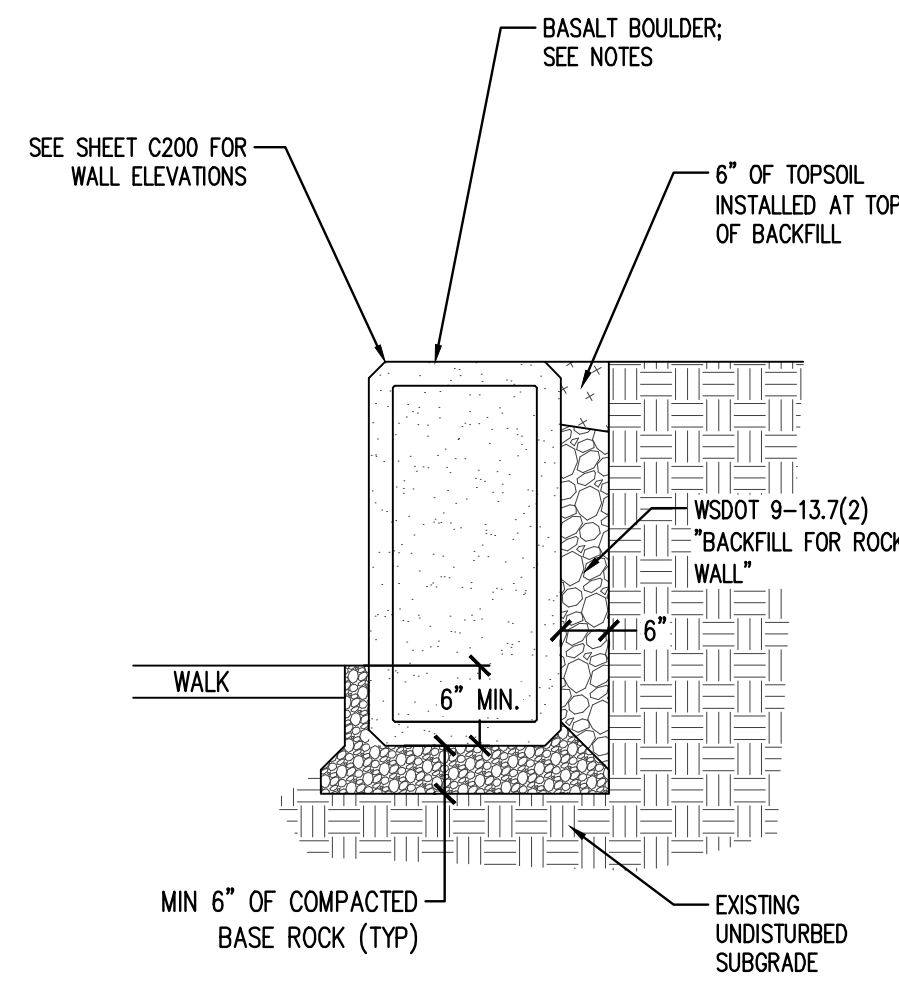
JOB NUMBER  
**10410-02**

SHEET  
**C400**

APPLICANT  
PORT OF CAMAS-WASHOUGAL  
CONTACT: JENNIFER TAYLOR  
24 SOUTH A STREET  
WASHOUGAL, WA 98671  
PH: 360-835-2196



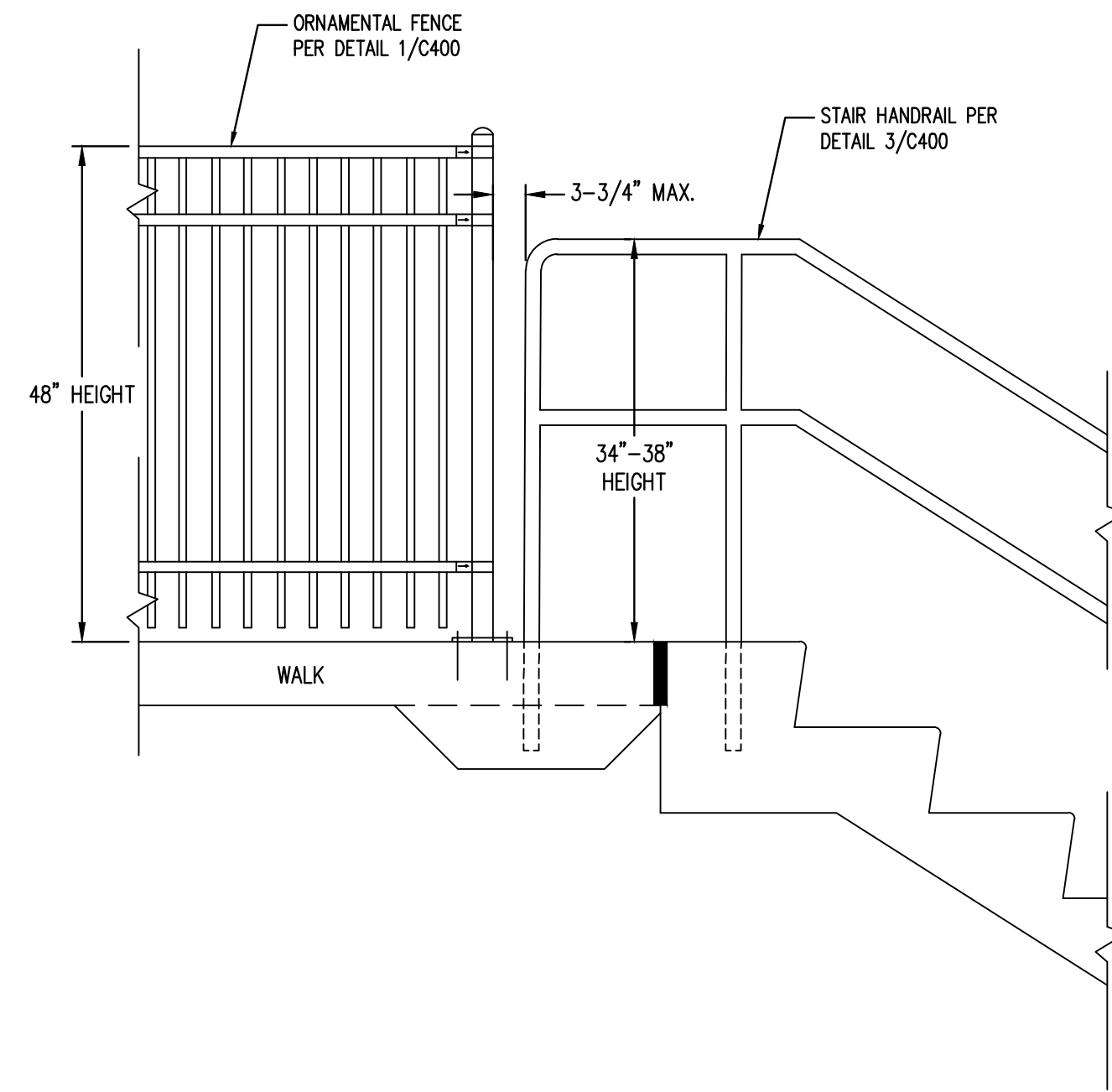




- NOTES:**
- MATERIAL: APPROXIMATELY 36-INCH BASALT BOULDERS VISUALLY MATCHING EXISTING ROCK WALL ON-SITE. ROCK SHALL BE HARD, SOUND, AND DURABLE MATERIAL, FREE FROM SEAMS, CRACKS, AND OTHER DEFECTS TENDING TO DESTROY ITS RESISTANCE TO WEATHER.
  - CONTRACTOR SHALL SUBMIT BOULDER SOURCE INFORMATION AND PHOTOS FOR OWNER/ENGINEER ACCEPTANCE.

LANDSCAPE BOULDER WALL SECTION  
NTS

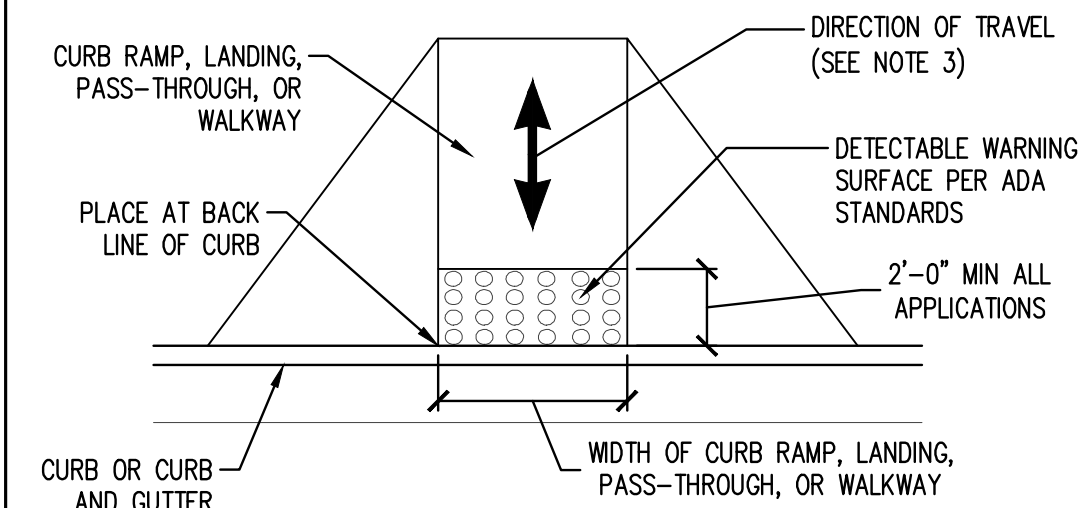
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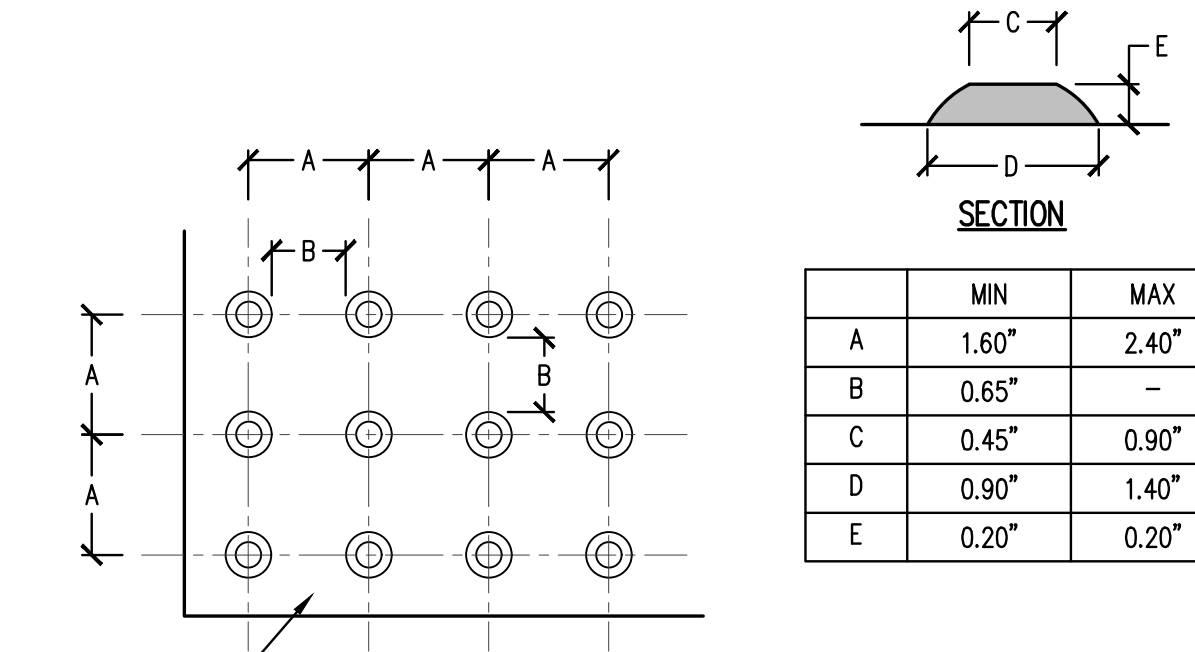
- NOTES:**
- A 4-INCH DIAMETER SPHERE SHALL NOT BE ABLE TO PASS BETWEEN THE ORNAMENTAL FENCE AND STAIR HANDRAIL PER 2021 IBC SECTION 1015.

FENCE AND STAIR HANDRAIL SPACING  
NTS

2



DETECTABLE WARNING SURFACE DETAIL



TRUNCATED DOMES DETAILS

- NOTES:**
- THE DETECTABLE WARNING SURFACE (DWS) SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP (EXCLUSIVE OF FLARES) OR THE LANDING.
  - THE EDGE OF THE DWS, SHALL BE PLACED ALONG THE BACK OF THE CURB LINE.
  - THE ROWS OF TRUNCATED DOMES IN A DWS SHALL BE PARALLEL WITH THE DIRECTION OF TRAVEL.
  - IF A CURB IS NOT PRESENT, PLACE THE DWS AT THE EDGE OF PAVEMENT.
  - DWS SHALL CONTRAST VISUALLY WITH THE ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE. CONTRACTOR SHALL PROVIDE 2-FOOT ARMOR-TILE TRUNCATED DOMES EMBEDDED INTO THE CONCRETE OR SIMILAR MATERIAL IN ACCORDANCE WITH OWNER AND LOCAL ADA REQUIREMENTS.

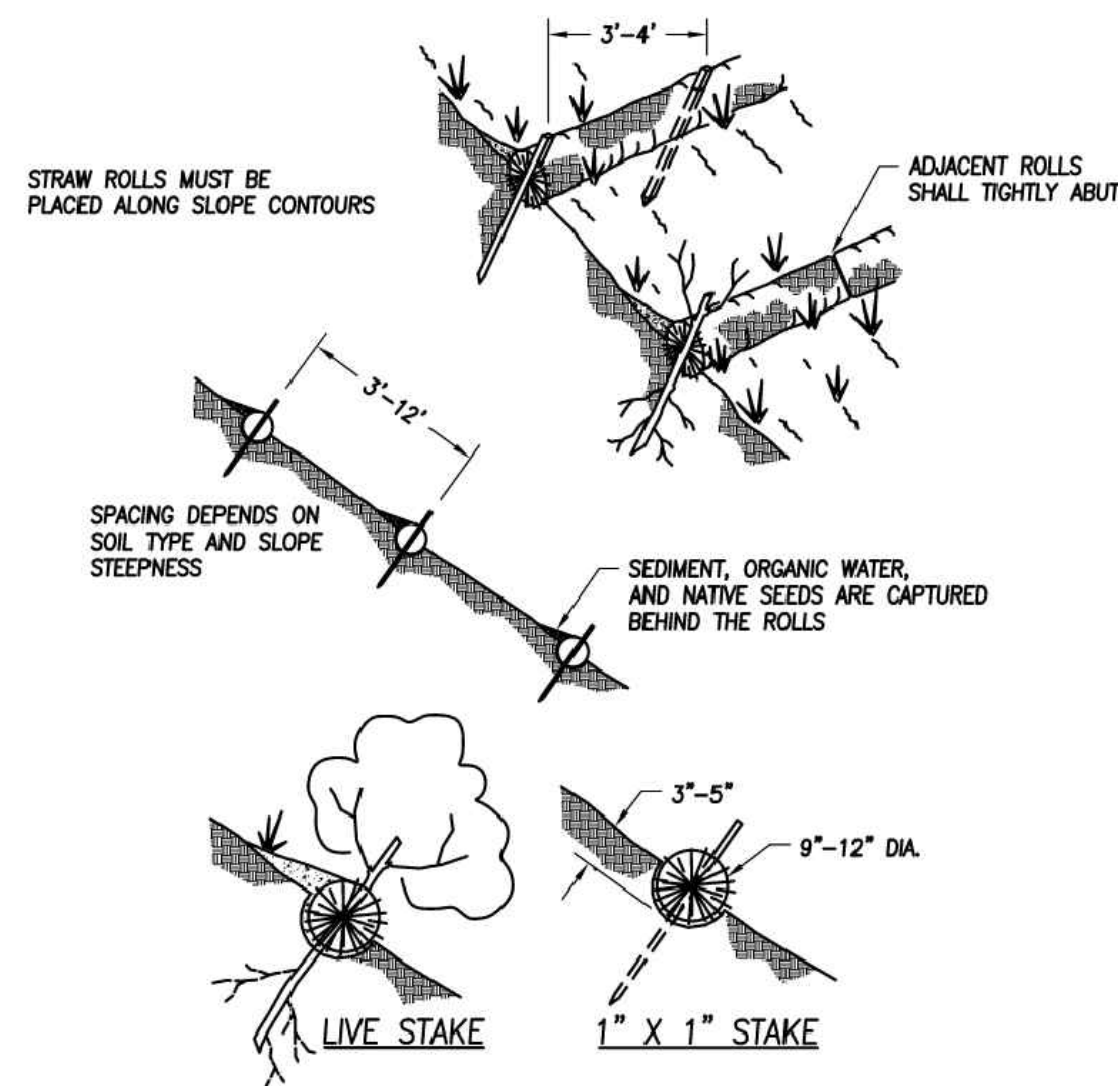
DETECTABLE WARNING SURFACES  
NTS

3

**EROSION AND POLLUTION CONTROL GENERAL NOTES:**

1. ALL EROSION AND POLLUTION CONTROL MEASURES ARE TO BE PLACED PRIOR TO ANY DISTURBANCE CAUSED BY CLEARING OR GRADING AND SHALL CONFORM TO THE REQUIREMENTS OF THE STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON, VOLUME II - CONSTRUCTION STORMWATER POLLUTION PREVENTION AND TO THE STANDARD DETAILS ATTACHED TO THIS SET OF PLANS. NEWLY CONSTRUCTED OR MODIFIED INLETS AND CATCH BASINS ARE TO BE PROTECTED IMMEDIATELY UPON INSTALLATION. TEMPORARY SEEDING AND MULCHING OF FILL SLOPES AND DIVERSION DIKES SHALL BE COMPLETED WITHIN ONE WEEK AFTER ROUGH GRADING. ALL EXPOSED AND UNWORKED SOILS SHALL BE STABILIZED BY THE APPROPRIATE BMP.
2. IN THE EVENT OF ANY EROSION AND POLLUTION CONTROL MEASURE FAILURE, IMMEDIATE ACTION SHALL BE TAKEN TO REPAIR, REPLACE, OR CONSTRUCT ADDITIONAL MEASURES AS REQUIRED TO ENSURE ADEQUATE EROSION AND POLLUTION CONTROL PROTECTION.
3. ALL EROSION AND POLLUTION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH RAINFALL EVENT THAT PRODUCES RUNOFF AND AT LEAST ONE TIME PER MONTH. A MAINTENANCE LOG SHALL BE KEPT AND SHALL BE MADE AVAILABLE TO THE CITY OF WASHOUGAL. SHOULD SPECIFIED EROSION AND POLLUTION CONTROL BMP'S FAIL OR PROVE TO BE INADEQUATE, THE CITY MAY REQUIRE ADDITIONAL BMP'S TO BE INSTALLED.
4. PROTECTION OF SURFACES:
  - A. INSTALL STORM DRAIN INLET PROTECTION AS SHOWN ON THE EROSION CONTROL STANDARD DETAILS TO PREVENT EROSION AND POLLUTION FROM ENTERING THE STORM DRAINAGE SYSTEM. CLEAN THE FILTER AS NECESSARY TO MAINTAIN DRAINAGE AND PROVIDE APPROVED TRAFFIC CONTROL DEVICES AS NECESSARY FOR THE PROTECTION DEVICES. REMOVE FILTER AND CLEAN CATCH BASINS FOLLOWING COMPLETION OF SITework.
  - B. INSTALL SILT FENCE PRIOR TO EXCAVATION AS SHOWN ON THE EROSION CONTROL STANDARD DETAIL TO PREVENT SILT INTRUSION UPON ADJACENT LAND. FOR MAINTENANCE AND REMOVAL OF SILT FENCE, SEE THE SILT FENCE GENERAL NOTES.
  - C. PROVIDE A STABILIZED CONSTRUCTION ENTRANCE AT ALL ACCESS POINTS ONTO THE SITE THAT ARE UTILIZED BY CONSTRUCTION EQUIPMENT AND TRUCKS. ALL TRUCKS AND CONSTRUCTION EQUIPMENT LEAVING THE SITE SHALL EGRESS ACROSS THE PAD. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
  - D. AT SITES WITH LESS THAN 1 ACRE OF EXPOSED SOIL, PAD LENGTH MAY BE REDUCED TO 50 FEET. SINGLE FAMILY LOT ENTRANCES MAY REDUCE THE PAD LENGTH TO 20 FEET.
5. PRIOR TO ANY SITE EXCAVATION, ALL CATCH BASINS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED FROM SILT INTRUSION IN ACCORDANCE WITH THE EROSION CONTROL DETAILS. REMOVE INLET PROTECTION AND CLEAN THE CATCH BASINS FOLLOWING COMPLETION OF SITework.
6. MAINTAIN ALL EROSION CONTROLS AS SPECIFIED ON THE STANDARD EROSION CONTROL DETAIL SHEET. THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENT FROM THE CATCH BASINS, DRYWELLS, AND STORM PIPES PRIOR TO ACCEPTANCE BY THE CITY. ALL TEMPORARY EROSION AND POLLUTION CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER SITE STABILIZATION IS ACHIEVED OR AFTER TEMPORARY BMP'S ARE NO LONGER NEEDED AS APPROVED BY THE CITY. TRAPPED SEDIMENT SHALL BE REMOVED OR STABILIZED ON SITE. DISTURBED SOIL AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED.

7. IN AREAS SUBJECT TO SURFACE AND AIR MOVEMENT OF DUST, WHERE ON-SITE OR OFF-SITE DAMAGE IS LIKELY TO OCCUR, ONE OR MORE OF THE FOLLOWING PREVENTIVE MEASURES SHALL BE TAKEN FOR DUST CONTROL:
  - A. MINIMIZE THE PERIOD OF SOIL EXPOSURE THROUGH THE USE OF TEMPORARY GROUND COVER AND OTHER TEMPORARY STABILIZATION PRACTICES.
  - B. SPRINKLE THE SITE WITH WATER UNTIL SURFACE IS WET. REPEAT AS NEEDED. PROVIDE A STABILIZED CONSTRUCTION ENTRANCE TO PREVENT CARRY OUT OF SEDIMENT OFF SITE.
  - C. SPRAY EXPOSED SOIL AREAS WITH DUST PALLIATIVE. USED OIL IS STRICTLY PROHIBITED FOR USE AS A PALLIATIVE.
8. TEMPORARY SEEDING SHALL BE PLACED ON EXPOSED SURFACES THAT WILL NOT BE BROUGHT TO FINAL GRADING OR PERMANENT COVER TREATMENT OR VEGETATION WITHIN 7 DAYS OF THE EXPOSURE TO REDUCE EROSION AND SEDIMENTATION BY STABILIZING EXPOSED SOILS. DURING THE TIME PERIOD OCTOBER 1 THROUGH APRIL 30, NO SOILS SHALL BE EXPOSED FOR MORE THAN 2 DAYS. SEEDING AREAS SHALL BE CHECKED REGULARLY TO ASSURE A GOOD STAND OF GRASS IS BEING MAINTAINED. AREAS THAT FAIL TO ESTABLISH VEGETATION COVER ADEQUATE TO PREVENT SLOPE EROSION WILL BE RESEEDING AS SOON AS SUCH AREAS ARE IDENTIFIED.
9. EROSION CONTROL NETS AND BLANKETS SHALL BE INSTALLED ON EXPOSED SLOPES 2H:1V OR GREATER AND/OR ON EXPOSED SLOPES WITH MORE THAN 10 FEET OF VERTICAL RELIEF.
10. ALL PESTICIDES, PETROLEUM PRODUCTS, CHEMICALS OR OTHER POTENTIAL POLLUTANTS SHALL BE ADMINISTERED RESPONSIBLY WITH DISPOSAL AND SPILLS HANDLED AS SPECIFIED IN THE STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON, VOLUME II - CONSTRUCTION STORMWATER POLLUTION PREVENTION AND IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
11. ALL TEMPORARY, PERMANENT, WET AREA, BIOFILTRATION, AND HYDROSEEDING SHALL BE IN ACCORDANCE WITH BMP C120: TEMPORARY AND PERMANENT SEEDING AS NOTED IN THE STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON, VOLUME II - CONSTRUCTION STORMWATER POLLUTION PREVENTION. SEEDING SHALL BE APPLIED AT A RATE OF 120 LBS/ACRE.
12. CLEARING LIMITS AND WORK AREA LIMITS SHALL BE DELINEATED AND MARKED. DO NOT DISTURB MORE AREA THAN NEEDED FOR CONSTRUCTION REQUIREMENTS.
13. ALL SENSITIVE OR CRITICAL AREAS (WETLANDS, STEEP SLOPES, NATURAL WATERWAYS, ETC.) AND BUFFERS SHALL BE CLEARLY DELINEATED, MARKED, AND PROTECTED FROM CONSTRUCTION ACTIVITIES.
14. DEWATERING DEVICES MUST DISCHARGE INTO A SEDIMENT TRAP OR POND. THERE SHALL BE NO DISCHARGE TO A PAVED STREET OR STORMWATER COLLECTION SYSTEM WITHOUT FIRST REMOVING SEDIMENT.
15. ALL INCOMPLETE MANHOLES AND OTHER DROP INLETS SHALL BE PROTECTED WITH A SILT-SAVER FRAME AND FILTER ASSEMBLY AS AVAILABLE FROM CSI GEOSYNTHETICS (800)426-7976 OR AN APPROVED EQUAL.



**STRAW WATTLE SEDIMENT BARRIER**  
NTS

**STRAW WATTLE NOTES:**

1. PREPARE THE SLOPE BEFORE THE WATTLING PROCEDURE IS STARTED.
2. SHALLOW GULLIES SHOULD BE SMOOTHED AS WORK PROGRESSES.
3. DIG SMALL TRENCHES ACROSS THE SLOPE ON CONTOUR, TO PLACE ROLLS IN. THE TRENCH SHOULD BE DEEP ENOUGH TO ACCOMMODATE HALF THE THICKNESS OF THE ROLL. WHEN THE SOIL IS LOOSE AND UNCOMPACTED, THE TRENCH SHOULD BE DEEP ENOUGH TO BURY THE ROLL 2/3 OF ITS THICKNESS BECAUSE THE GROUND WILL SETTLE.
4. IT IS CRITICAL THAT ROLLS ARE INSTALLED PERPENDICULAR TO WATER MOVEMENT, PARALLEL TO THE SLOPE CONTOUR.
5. START BUILDING TRENCHES AND INSTALL ROLLS FROM THE BOTTOM OF THE SLOPE AND WORK UP.
6. CONSTRUCT TRENCHES AT CONTOUR INTERVALS OF 3-12 FEET APART DEPENDING ON STEEPNESS OF SLOPE. THE STEEPER THE SLOPE, THE CLOSER TOGETHER THE TRENCHES.
7. LAY THE ROLL ALONG THE TRENCHES FITTING IT SNUGLY AGAINST THE SOIL. MAKE SURE NO GAPS EXIST BETWEEN THE SOIL AND THE STRAW WATTLE.
8. USE A STRAIGHT BAR TO DRIVE HOLES THROUGH THE WATTLE AND INTO THE SOIL FOR THE WILLOW OR WOODEN STAKES.
9. DRIVE THE STAKE THROUGH PREPARED HOLE INTO SOIL. LEAVE ONLY 1 OR 2 INCHES OF STAKE EXPOSED ABOVE ROLL.
10. INSTALL STAKES AT LEAST EVERY 4 FEET APART THROUGH THE WATTLE. ADDITIONAL STAKES MAY BE DRIVEN ON THE DOWNSLOPE SIDE OF THE TRENCHES ON HIGHLY ERODIVE OR VERY STEEP SLOPES. INSPECTION AND MAINTENANCE.
11. INSPECT THE STRAW ROLLS AND THE SLOPES AFTER SIGNIFICANT STORMS. MAKE SURE THE ROLLS ARE IN CONTACT WITH THE SOIL. REPAIR ANY RILLS OR GULLYS PROMPTLY.
12. RESEED OR REPLANT VEGETATION IF NECESSARY UNTIL THE SLOPE IS STABILIZED.
13. WATTLES STAKED ALONG THE CONTOUR OF NEWLY CONSTRUCTED OR DISTURBED SLOPES. CAN OFTEN BE USED TO REPLACE SEDIMENT FENCES ON STEEP SLOPES.

**STRAW WATTLE NOTES**

AKS DRAWING FILE: 10410-02\_C500\_PUBLIC\_DETAILS.DWG | LAYOUT: C500

OWNER:	PORT OF CAMAS-WASHOUGAL
DESIGNED BY:	TJW
DRAWN BY:	NMG
MANAGED BY:	BDH
CHECKED BY:	BDH
DATE:	05/02/2024



REVISIONS
▲ BID SET - 06/18/2024

JOB NUMBER	10410-02
SHEET	C500

**APPLICANT**  
PORT OF CAMAS-WASHOUGAL  
CONTACT: JENNIFER TAYLOR  
24 SOUTH A STREET  
WASHOUGAL, WA 98671  
PH: 360-835-2196



## BID RESPONSE FORM

TO: Port of Camas/Washougal  
24 South 'A' Street  
Washougal, WA 98671

Project: **BLACK PEARL PATHWAY**

**Bids Due: July 12, 2024 @ 3:00 pm**  
**Port's Administrative Office**  
**24 SOUTH. "A" STREET**  
**WASHOUGAL, WA 98671**

In submitting this bid, I agree:

1. To hold my bid open for sixty (60) calendar days;
2. To accept the provisions of the Instructions to Bidders;
3. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish all Bonds in accordance with the Instructions to Bidders;
4. That the Port reserves the right to waive any informalities or irregularities or to reject any or all bids. The Port also reserves the right to accept or reject alternate bids in any order or combination.
5. That I have carefully examined the Contract Documents, as well as the site of the project and conditions affecting the work, and to furnish all the labor, materials, equipment, superintendency, insurance and other accessories and services necessary to perform and complete all of the work required in strict accordance with the above-named documents and the implied intent thereof.
6. To be bound by the Instructions to Bidders which are incorporated into the Bid Response Form as if fully set forth herein.

In accordance with RCW 39.04.350 (1), before award of a public works contract, a Bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project.

The Bidder must:

1. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
2. Have a current state unified business identifier (UBI) number;
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
4. If applicable, have an employment security department number as required in Title 50 RCW;
5. If applicable, have a state excise tax registration number as required in Title 82 RCW;
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
7. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
8. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW.

In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet "Responsible Bidder" requirements. Failure to provide this information may disqualify your bid as being "Non-Responsive"

WA Contractor's License No. MICHAGC033K5 Expiration Date 12/04/25  
WA Business License (UBI) No. 601 769 655  
Business for which issued Michael Green Construction Inc.  
Industrial Insurance Coverage No. 867 729 01  
State Excise Tax Registration No. 601 769 655  
Employment Security Department No. 893 743 - 00 - 5  
Federal Tax Identification No. 91-1759734

The undersigned operates as (check appropriate space):  
 an individual,  a partnership,  a joint venture,  a corporation incorporated in the State of WA

The undersigned acknowledges receipt of the following addenda to the Drawings and/or Specifications (list number and date of each; if no addenda are acknowledged, write "none"):

Addendum None Date 7/12/24  
Addendum \_\_\_\_\_ Date \_\_\_\_\_

NAME AND ADDRESS OF FIRM OR INDIVIDUAL SUBMITTING BID (type or print):  
Michael Green Construction Inc.  
PO Box 142 Washougal WA 98671

NAME(S) AND TITLE(S) OF PARTNER(S) (type or print):  
Michael A Green - President

Contact: Mike Green Telephone: 360-518-1476 Email: gcinc.1992@gmail.com

Base bid	\$ <u>172,020.36</u>
WA State sales tax*	\$ <u>14,621.73</u>
<b>TOTAL COST TO PORT</b>	<b>\$ <u>186,642.09</u></b>

[\*Any work done inside the Washougal City limits which is taxable, is at the rate of 8.5%.]

**PLEASE ATTACH ALL SUPPORTING QUOTE INFORMATION TO THIS FORM**

### NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

By (signature in ink): 

Print name and title: Michael A Green - President



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date June 26, 2024, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Michael Green Construction Inc.  
Bidder

[Signature]  
Signature of Authorized Official\*

Michael A Green  
Printed Name

President  
Title

7/12/24  
Date

Camas  
City

WA  
State

Check One:

Individual  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.