

**PORT OF WALLA WALLA
BURBANK HIGH DOCK USAGE REQUEST FORM AND AGREEMENT**

Company Name:			
Address:			
Attention:			
Phone:		Cell:	
Email:			
Usage Dates: (include estimated time)			

HOLD HARMLESS AGREEMENT: In consideration of the Port of Walla Walla (hereinafter “Port”) granting permission to _____ (hereinafter “User”) to use its Burbank High Dock, Burbank, Washington (hereinafter “Premise”), User agrees to indemnify, pay and save harmless the Port, its officers, employees, and agents from any and all liability or claims for damages arising out of injury to persons or property, including third parties, and further including physical damage to any Port property, caused by the negligent acts or omissions of the User or its officers, employees, agents, licensees, guests, customers or invitees, arising or alleged to arise out of the use by User of the Premise for dockage of its vessels and any and all other related activities involving the use of said Premise, and further agrees to pay all expenses of defending any action (including the Port’s reasonable attorney fees and court costs) which may be commenced against the Port, its officers, employees and agents by any third party or other person alleging any injury or damage arising or alleged to arise out of said usage or other use of the Premise as above set forth.

User shall maintain at its own expense proper liability insurance with an insurance company acceptable to the Port in the minimum limits of \$5 Million Dollars combined single limit liability for bodily injury, death, and property damage, to cover and indemnify both the User and the Port, and their respective officers, employees, and agents, against any such liability or expense. The Port shall be named as an additional insured and the User shall provide proof of insurance by a certificate of insurance evidencing coverage as required prior to any use of the Premises. The User has read the Burbank High Dock Load Sheet, attached as Exhibit 1, and acknowledges the Burbank High Dock load restrictions.

USE FEE: \$325.00 per day plus Washington State Leasehold Tax of 12.84%. Port of Walla Walla will bill prior usage.

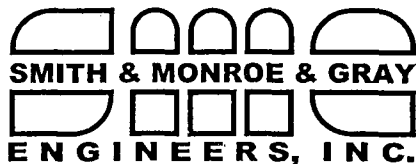
User Approval:

Company Name	Date
By	Title

Port of Walla Walla Approval:

Executive Director	Date
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Executed Burbank High Dock Usage Request Form and Agreement can be either emailed to jayhester@portwallawalla.com or mailed to the Port of Walla Walla Administrative Office at 45 Terminal Loop Road, Suite 210, Walla Walla, WA 99362.



SMITH & MONROE & GRAY ENGINEERS, INC.
 10700 S.W. BEAVERTON HWY. SUITE 210
 BEAVERTON, OREGON 97005
 PHONE: (503) 643-8595 FAX: (503) 643-8610
 e-mail: smg@smgengr.com

M E M O

TO: Jamie Wilson	COMPANY: SCHNITZER STEEL
FROM: Rod Monroe	COMPANY: Smith & Monroe & Gray Eng.
PROJECT: Pasco Dock Review	DATE: April 4, 1005
RE: Port of Walla Walla, Existing Sheet Pile Dock, Burbank, Washington	

The Structural Review of the existing sheet pile wall dock at the Port of Walla Walla for the anticipated tracked and wheeled CAT equipment loading has been completed. The analysis of the dock structure was based upon copies of the original construction drawings and project specifications, dated November 1982, and a Geotechnical Engineering Study from Shannon & Wilson, dated October 2004. The weights and lifted loads of the CAT equipment were taken from the 19 Edition of the Caterpillar Performance Handbook, dated October 1988, for the equipment specified by Schnitzer Steel. No site visits or investigation of the dock has been conducted by Smith & Monroe & Gray.

The strengths of the West dock wall and the associated east anchor wall were reviewed for their maximum capacities to resist the west wall soil mass plus equipment loads. The loads from the CAT 235B and 245B tracked equipment were determined for operation over both the "front" and "side" to determine the greatest load impact on the west wall. For the CAT 988B wheeled loader, only the "front" loading configuration was reviewed as it has not been designed for a "side" loading. It was determined from the initial analysis of the CAT 235B loads (the lightest weight plus lifted load) that the equipment would require being "set back" from the west sheet pile wall to prevent exceeding the maximum capacity of the weakest link in the west wall/east anchor wall system. Those "set backs" from the back of the west wall concrete bull rail are as follows:

(Equipment)	(Set Back Distance)
CAT 235B	3.0 Feet
CAT 245B	3.5 Feet
CAT 988B	4.0 Feet

The strengths of the North and South dock end walls and the associated steel H-pile restraints were also reviewed for their maximum capacities to resist the north or south soil masses plus equipment loads. The H-pile restraints are comprised of two angled H-piles at a 45 degree vertical angle with their horizontal separation at approximately 37 degrees. The double angled H-piles are welded to a single vertical H-pile. Equipment loads were again determined for operation over the "front" and "back" following the analysis of the west wall. In this analysis it was determined that the soil tension capacity of the vertical H-pile was the weak link for the north/south end walls. The tension capacity of the vertical H-pile requires that all of the anticipated pieces of equipment be located at a distance of 35 Feet away from the back of each end wall. One way of increasing the low tension capacity of the vertical H-piles would be to remove the 6 (+) Feet over the top of each H-pile restraint system and install several Helical Screw Anchors.

Please call should you care to discuss this report or require further assistance.