

When recorded return to:
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE PORT OF OLYMPIA
FOR
TRANSFER OF STORMWATER PIPES TO PORT AND
CITY DIVERSION OF STORMWATER**

WHEREAS, RCW 39.34.010 permits the City of Olympia and Port of Olympia (collectively, the “Parties”) to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, the City of Olympia and Port of Olympia are authorized to contract to perform any governmental service, activity, or undertaking which each is authorized by law to perform; provided, that this Agreement shall be authorized by their respective governing bodies and shall set forth its purposes, powers, rights, objectives, and responsibilities of the Parties; and

WHEREAS, the City of Olympia (hereafter “City”) is a noncharter code City, and as such, has the powers identified in the Optional Municipal Code, RCW Title 35A and the Olympia Municipal Code; and

WHEREAS, the Port of Olympia (hereafter “Port”) is a Port district formed by RCW Chapter 53.04; and

WHEREAS, RCW 39.33.010(1) allows the transfer of any property interest or right between public entities upon such terms as can be mutually agreed upon by the proper authorities of such entities; and

WHEREAS, the City has the power to construct and repair sewers, pursuant to RCW 35A.11.020, RCW 35A.11.030 and OMC Chapter 13.16, and the Port has the power to provide pollution control facilities pursuant to RCW 53.08.040 through .043; and

WHEREAS, the City owns and maintains certain stormwater pipes (hereafter “Pipes”), located on Port property north of Market Street and Corky Avenue right-of-ways, as depicted on the attached **EXHIBIT A**, which is incorporated herein by reference; and

WHEREAS, the Pipes are located in an easement on Port property which the City reserved for purposes of sewer and water lines in otherwise vacated segments of City rights-of-way pursuant to City Ordinance No. 1513 and City Ordinance No. 1866; and

WHEREAS, in 2014, the Port constructed a new stormwater facility on Port property to serve the Marine Terminal, the design of which, with the City’s consent, incorporated use of the Pipes; and

WHEREAS, on July 14, 2014, the Parties entered into an Access Agreement whereby the City granted the Port access to and use of the Pipes for the purpose of performing maintenance and repairs on the Pipes necessary for construction of the new Port stormwater facility; and

WHEREAS, the Port completed maintenance and repairs on the Pipes as provided in the Access Agreement in conjunction with construction of the new stormwater facility, which is now operational and treating City stormwater flow through the Pipes; and

WHEREAS, pursuant to the Access Agreement, the City agreed to negotiate a project to divert City stormwater flow from the Pipes into new pipes serving the City stormwater system (hereafter, the “Diversion Project”), transfer the Pipes to the Port, and release the City’s interest in the associated easement on Port property, in exchange for the Port maintaining, repairing, and accepting the Pipes and sharing in the cost of the City’s Diversion Project; and

WHEREAS, the City’s 2014 Capital Facilities Plan included the Diversion Project (described as the “Port of Olympia Stormwater Separation Project”); and

WHEREAS, pursuant to the Access Agreement, the City now wishes to undertake the Diversion Project, transfer the Pipes to the Port, and release the City’s interest in the associated easement on Port property; and

WHEREAS, pursuant to the Access Agreement, the Port wishes to accept transfer of the Pipes and release of the City’s easement interest in the associated Port property, and share in the cost of the Diversion Project, in exchange for the City diverting City stormwater flow from the Pipes and out of the Port stormwater facility;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Port agree as follows:

I. PURPOSE

The purpose of this Agreement is to set out the terms and conditions for (A) the City's transfer of the Pipes depicted on the attached **EXHIBIT A**, which is incorporated herein by reference, to the Port; (B) the release of the City's associated easement interest in Port property; and (C) City completion of the Diversion Project. This Agreement also addresses the Parties' cost share and responsibilities for the Diversion Project.

II. TERMS AND CONDITIONS

A. Scope of Project. The Diversion Project will re-route City stormwater flow from the Pipes to an alternative conveyance system/discharge point within City jurisdiction, as generally depicted on the attached **EXHIBIT B**, which is incorporated herein by reference.

B. Project Timing. The City will make good faith reasonable effort to complete the Diversion Project by December 31, 2016; however, if the City determines that it is not feasible to complete the Diversion Project by that date due to design, permitting, contract/bidding, or construction delays, the City agrees to complete the Diversion Project no later than December 31, 2017.

C. Project Administration. The City shall be responsible for all aspects of Diversion Project administration, including but not limited to permitting, SEPA compliance, contracting, and project management.

D. Cost Share. The City's estimated cost for the Diversion Project is attached as **EXHIBIT D**, which is incorporated herein by reference. The Port and the City shall share equally in the City's costs for the Diversion Project on an actual cost reimbursement basis up to \$600,000.00 each, plus 10% overage subject to the exclusions and payment process set forth herein. The City will provide the Port with reasonable advance notice if actual costs are anticipated to exceed the estimated cost in **EXHIBIT C** by more than 10%, to provide the Port with adequate time to provide notice and receive approval from the Port Commission for increased cost reimbursement to the City. If costs exceed \$600,000.00, plus 10% overage, the City and the Port will negotiate in good faith the cost share of such exceedance.

E. Exclusions from Port Cost Share. The cost of City staff time, overhead and administrative costs above those costs incurred directly by the project design team shall be excluded. Typical project design team responsibilities and costs include project management, engineering, accounting, surveying, and inspection. City staff indirectly supporting the project, but not part of the project design team, will not charge costs and expenses to the project.

F. Cost Share Payment Submission and Approval Process. The City Public Works Director shall present invoices and/or monthly progress records and associated billing for Diversion Project costs to the Port Engineering Director for review, approval and payment of the Port's cost share under this Agreement. If the invoice includes backup documentation, the City shall provide copies of that documentation to the Port Engineering Director together with the invoice. The Port Engineering Director shall provide the City Public Works Director written notice of any objection to payment of the Port cost share no later than ten (10) business days after submittal. In the event of Port objection to an invoice, the Port shall contact the City and describe the basis for its objection in writing. The Port and City will attempt to resolve the objection in good faith negotiations. In all other cases, the Port shall pay the City its cost share under this Agreement within thirty (30) days of invoice submittal.

G. Release of Easement and Bill of Sale. Within thirty (30) business days of the start of diverted stormwater flow, the City will record a release of easement and bill of sale for all of the City's known stormwater easements located on Port property, and associated with the Pipes, by recording same with the Thurston County Auditor's Office. The City shall provide a copy of the release of easement and bill of sale to the Port pursuant to the Notice requirements below.

H. Reduction of Port's Obligations to Pay City Stormwater Utility Charge. The Parties agree that the reduced stormwater utility rates charged by the City will reflect the Port's treatment of stormwater at the Port's treatment facility. The City's Storm and Surface Water Utility rates for the Port will be the same as applied to new developments that provide similar levels of onsite treatment.

I. Port Responsibilities for Pipes. In consideration for the City diverting its stormwater flow off of Port property, the Port agrees to accept ownership, maintenance, and repair responsibilities of the Pipes depicted on **EXHIBIT A**, including but not limited to acceptance of stormwater management responsibilities for such Pipes. The Port responsibilities begin when the City has provided the Port with a copy of the recorded easement release and bill of sale identified in Section II.G., above.

J. City and Port Cooperation. The Port and City agree to cooperate in the City's diversion of stormwater when the City constructs new pipes.

K. Force Majeure. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (the "Nonperforming Party") will be excused from performing those obligations. For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, other than an obligation to pay money, on condition that that party that uses reasonable efforts to do so. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other

party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter, the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this Agreement.

III. INVENTORY AND CONDITION OF TRANSFERRED PIPES

An inventory of the stormwater pipes to be transferred to the Port is included as **EXHIBIT D**, which is incorporated herein by reference. The **Exhibit** references pipe televising work performed by the City. The Port has been provided with a CD (compact disc) of the televising records. The Port will accept the Pipes shown on **EXHIBIT D** in their present condition as of the date of the Port's execution of this Agreement.

The City will transfer the Pipes to the Port, which will acquire, own and hold the Pipes as its property in accord with this Agreement.

IV. INDEMNIFICATION

A. Environmental Indemnity. The City shall defend, indemnify, and hold the Port and its successors and assigns (collectively, "Indemnitees") harmless from any and all claims, liabilities, losses, damages, costs, liens, causes of action, suits, demands, judgments and expenses (including without limitation, reasonable court costs, attorneys' fees and costs of investigation), removal and remediation and governmental oversight costs (collectively, "Environmental Losses"), arising out of or relating to the presence, disposal, escape, migration, leakage, spillage, discharge, emission, release or threatened release (collectively, "Release") of any Hazardous Substance, as defined below, that exists in, on, under, or from the Pipes, upon and subject to the terms and conditions set forth below, except to the extent that the Port or any other Indemnitee, person, corporation, or other entity, or any employee, agent, tenant, subtenant, contractor, or representative of the Port or any other Indemnitee or entity may be liable for such Release of any Hazardous Substance in, on, under, or from the Pipes.

Notwithstanding anything to the contrary in this Agreement or otherwise, the City shall have no obligation to defend, indemnify, or hold the Port or any other Indemnitee harmless with respect to any Environmental Losses arising (i) out of the Release of Hazardous Substances in, on, under, or from the Pipes after the last date this Agreement is executed by the City or Port, or (ii) out of the past Release of any Hazardous Substance in, on, under, or from the Pipes, for which the Port or any other Indemnitee, person, corporation or other entity, or any employee, agent, tenant, subtenant, contractor, or representative of the Port or any other Indemnitee or entity, may be liable.

Promptly after the receipt by the Port of notice of any claim or the commencement of any action or proceeding for which the City has agreed to indemnify the Port, the Port shall give the

City written notice of such claim or the commencement of such action or proceeding and the City shall thereafter defend on behalf of the Port, but at the City's sole cost and expense, any such action or proceeding for which indemnification is sought, except to the extent that the Port or any other Indemnitee, person, corporation or other entity, or any employee, agent, tenant, subtenant, contractor, or representative of the Port or any other Indemnitee or entity, may be liable for such Environmental Losses. No settlement of any such action or proceeding shall be made without the Port's prior written approval, which shall not be unreasonably withheld (unless the Port has previously been discharged from all liability in connection with such action or proceeding); provided that this provision is subject to the limitations of RCW 4.24.115, to the extent applicable.

B. Definitions. The term "Hazardous Substance" includes without limitation (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes" or "solid waste" in any Environmental Law; (ii) petroleum products and petroleum byproducts; (iii) polychlorinated biphenyls; and (iv) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances.

C. Non-Environmental Indemnification. The City shall defend, indemnify and hold Indemnitees harmless from and against any and all claims, liabilities, losses, damages, costs, liens, causes of action, suits, demands, judgments and expenses (including without limitation, reasonable court costs, attorneys' fees and costs of investigation) (collectively, Non-Environmental Losses) suffered or incurred by reason of (i) the breach of any representation, warranty or agreement of the City set forth in this Agreement; (ii) the failure of the City to perform any obligation required by this Agreement to be performed by the City; (iii) the ownership, maintenance, and/or operation of the Pipes by the City prior to the last date this Agreement is executed by the City or Port, except to the extent such Non-Environmental Loss is due in whole or in part to a Release of Hazardous Substances for which the Port or any other Indemnitee, person, corporation or other entity, or any employee, agent, tenant, subtenant, contractor, or representative of the Port or any other Indemnitee or entity, may be liable; or (iv) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the City, its representatives, employees, contractors or suppliers that occurred before the last date this Agreement is executed by the City or Port, except to the extent that such injuries are due in whole or in part to a Release of Hazardous Substances for which the Port or any other Indemnitee, person, corporation or other entity, or any employee, agent, tenant, subtenant, contractor, or representative of the Port or any other Indemnitee or entity may be liable.

V. JOINT BOARD

This Agreement creates no Joint Board and no separate legal entity. *See*, Section II.C., above, for City's administrative obligations under this Agreement.

VI. TERM OF AGREEMENT

This Agreement shall take effect on the date of the last authorizing signature affixed hereto. This Agreement shall terminate when the City completes all of its obligations under this Agreement.

VII. ENTIRE AGREEMENT

This Agreement, together with **EXHIBITS A, B, C, and D**, sets forth all the terms and conditions between the City and Port with respect to the subject matter addressed herein, and supersedes any and all prior agreements as to such matter, oral or otherwise. Any changes to this Agreement shall be in written form, signed by the duly authorized signatory of each Party.

VIII. RECORDING

This Agreement shall be recorded with the Thurston County Auditor's Office and may be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

IX. NOTICE

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Andy Haub
Re: Stormwater Pipe Agreement with Port of Olympia
Post Office Box 1967
Olympia, Washington 98507-1967

PORT OF OLYMPIA

Attn: Bill Helbig, Engineering Director
Re: Stormwater Pipe Agreement with Port of Olympia
606 Columbia Street NW, Suite 300
Olympia, Washington 98501

X. INTERPRETATION AND VENUE

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

XI. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement as an Addendum.

XII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XIII. CONSTRUCTION

Captions herein are solely for the convenience of the Parties and are not a part of this Agreement. The recitals set forth above are incorporated by reference and are part of the Agreement between the Parties. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

XIV. EXECUTION IN COUNTERPARTS

This Agreement, and any signed documents executed according to the terms of this Agreement, may be executed in any number of counterparts, each of which will be deemed an original hereof and will together constitute one and the same document. The Parties agree that delivery by facsimile or other electronic means, such as email, of a signed counterpart of such document will be deemed the same as delivery of the original counterpart, provided the electronic transmission is sent to all Parties listed in Section IX. Upon request of the other party, a party delivering a facsimile or other electronic counterpart of this Agreement will provide to the requesting party a signed original of this Agreement.

XV. AMENDMENT

This Agreement may be amended by the Parties. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all of the

Parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

CITY OF OLYMPIA

By: _____
Cheryl Selby
Its: Mayor

Date: _____

APPROVED AS TO FORM:

By: Mark Barber
Mark Barber
Its: City Attorney

Date: 4/19/2016

PORT OF OLYMPIA

By: _____
E.B. Galligan
Its: Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Heather L. Burgess
Its: Attorney

Date: _____

EXHIBIT A

Exhibit A

City Stormwater Pipe Ownership Transfer to Port of Olympia

City of Olympia | Capital of Washington State



Map created Date: August 11, 2015
 Please contact Sue Barcliff,
 Sr. Program Specialist, with questions:
 Email: sbarcliff@ci.olympia.wa.us
 (360) 570-3805.

- Storm System Legend**
- Manhole
 - Catch Basin
 - Outfall
 - City/Port Transfer Pipes
 - Other Storm Pipes

The City of Olympia and its personnel cannot assume the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted herein are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

File name and path: \\City of Olympia\water resources\SSW Planning & Implementation\Staff\Sue Barcliff\Mapping Projects\Port of Olympia\Port Storm Transfer Pipes\Exhibit A_Parcel_City Pipes.pdf

EXHIBIT B

EXHIBIT C

BID TABULATIONS
Project Name: Port Storm Diversion
Project No. : 12500

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	NOTES
104-000	Minor Change	EST	1	\$ 25,000.00	\$ 25,000.00	
107-000	SPCC Plan	LS	1	\$ 2,000.00	\$ 2,000.00	
109-000	Mobilization	LS	1	\$ 59,000.00	\$ 59,000.00	
110-000	Project Temporary Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00	Barrier, fence, etc.
110-005	Flaggers	HR	960	\$ 50.00	\$ 48,000.00	4 flaggers for 6 wks @ 8 hrs a day
202-000	Removal of Structure and Obstruction	LS	1	\$ 22,000.00	\$ 22,000.00	Remove/reinstall steel structure at roundabout, existing storm disposal
202-050	Removal of Asphalt Pavement	SY	153	\$ 70.00	\$ 10,710.00	Includes 750 LF of sawcut
205-000	Potholing	EA	10	\$ 500.00	\$ 5,000.00	
209-010	Structure Excavation Class B (Pit Excavation)	CY	120	\$ 30.00	\$ 3,600.00	2 pits excavation required: 5'L x 10'W x avg 13'D and 10'L x 20'W x avg 13'D
209-010	Structure Excavation Class B (Trench Excavation)	CY	412	\$ 20.00	\$ 8,240.00	
209-025	Shoring or Extra Excavation Class B	SF	1125	\$ 2.00	\$ 2,250.00	
402-000	Gravel Base	TN	48	\$ 40.00	\$ 1,920.00	
404-000	Crushed Surfacing Top Course	TN	12	\$ 40.00	\$ 480.00	375'L x 3'W x (2'/'12')
504-040	HMA CI, 1/2" PG 64-22	TN	210	\$ 100.00	\$ 21,000.00	2" Grind and overlay, plus trench section
701-130	Pipe Zone Bedding	CY	145	\$ 40.00	\$ 5,800.00	375'L x 3'W x 2'D (Washington), 54'Lx3'X2' (Roundabout)
704-212	PVC Storm Sewer Pipe 12"	LF	429	\$ 35.00	\$ 15,015.00	
704-218	PVC Storm Sewer Pipe 18"	LF	13	\$ 50.00	\$ 650.00	
705-048	Catch Basin Type 2 - 48 In. Diam.	EA	7	\$ 3,000.00	\$ 21,000.00	
705-570	Connection to Existing Manhole	EA	7	\$ 2,000.00	\$ 14,000.00	
708-000	Bank Run Gravel for Trench Backfill	CY	193	\$ 35.00	\$ 6,755.00	375'L x 3'W x 3.9'D (Washington), 54'Lx3'X5' (Roundabout)
708-010	Plugging Existing Pipe	EA	2	\$ 1,200.00	\$ 2,400.00	
708-030	Dewatering	LS	1	\$ 55,000.00	\$ 55,000.00	
708-050	Connect to Existing Pipe	EA	3	\$ 1,200.00	\$ 3,600.00	
801-015	Erosion/Water Pollution Control	LS	1	\$ 36,000.00	\$ 36,000.00	Oil/Water seperator \$2000, Sediment Tank \$4000 DD Dumping fee \$ 30000
804-000	Cement Conc, Traffic Curb	LF	20	\$ 25.00	\$ 500.00	
822-000	Paint Line	LS	1	\$ 300.00	\$ 300.00	
822-200	Removing Paint Line	LS	1	\$ 300.00	\$ 300.00	
MISC	Tide Gate Valves	EA	2	\$ 5,000.00	\$ 10,000.00	
MISC	Doghouse Storm Drain Manhole	EA	1	\$ 15,000.00	\$ 15,000.00	Washington and B, includes base, riser section, frame, solid lid and tide gate
MISC	Bore Recovery and Removal of Bore Obstructions	EST	1	\$ 15,000.00	\$ 15,000.00	
MISC	Pilot Tube Microtunneling 18 In. Diam.	LF	350	\$ 500.00	\$ 175,000.00	
MISC	Cleaning of Stormwater Outfall Pipe	LS	1	\$ 10,000.00	\$ 10,000.00	
			BID TAB TOTAL		\$ 600,020.00	
			Construction Contingency		\$ 120,004.00	
			8.8 % Sale Tax		\$ 63,362.11	
			SUB-TOTAL		\$ 783,386.11	

EXHIBIT D

City of Olympia
Televising and Evaluation of Port of Olympia Stormwater Pipes
December, 2012

<u>Pipe</u> <u>(See attached map)</u>	<u>Pipe</u> <u>Length/Size/</u> <u>Material</u>	<u>Date of</u> <u>Televising</u>	<u>Up/Down-</u> <u>Stream</u> <u>Video</u>	<u>TV</u> <u>Length</u>	<u>Results</u>	<u>Recommendations</u>
IDN 2618 14822067 - 4822238	155 LF/ 21" PVC	1/31/2011	D	152.7 ft	No problems	No action.
IDN 2390 14822238 - 14821006	105 LF/ 21" VC	8/5/2008	U	97.3 ft	No problems	No action.
IDN 294 14821006 - 14821040	170 LF/ 30" VC	8/5/2008	D	174.3 ft	No problems	No action.
IDN 344 14821040 - 14821005	141 LF/ 30" VC	7/29/2008	U	144.1 ft	Some cracks and water infiltration	Long-term monitoring.
IDN 297 14821007 - 14821005	278 LF/ 10" Conc	1/27/2011	D	277.8 ft	Broken for 3.4 ft at 20 ft, but not collapsed. Joint offset at 59 ft.	Long-term monitoring.
IDN 296 14821015-14821007	136 LF/ 10" Conc	1/27/2011	D	52.6 ft	Broken and collapsing at 35 and 49 ft.	City of Olympia to repair as per Agreement.
IDN 292	159 LF/ 10" Conc	8/16/2012	U	161.5 ft	Surface roughness/deposits	No action.
IDN 290	255 LF/ 10" Conc	8/16/2012	U	232.7 ft	No problems north of Market St.	No action.
IDN 298 14821005 - 14821004	310 LF/ 30" VC	8/11/2011	D	309.5 ft	Collapsed pipe section.	Repaired and replaced in 2012 by City.
IDN 299 14821004 - 14821003	310 LF/ 30" VC	7/31/2008	D	319.2 ft	Some cracks with minimal water infiltration.	Long-term monitoring.
IDN 300 14821003 - 14821002	310 LF/ 30" VC	7/31/2008	D	321.1 ft	Some cracks and two fractures in top of pipe – 60 and 80 feet long.	Long-term monitoring.
IDN 301 14821002 - 11824004	309 LF/ 30" VC	7/29/2008	U	306.9 ft	Some cracks and fractures with minimal water infiltration	Long-term monitoring.
IDN 51895 11824004-11824021	87 LF/ 30" VC	7/29/2008	D	65.4 ft	Some cracks and fractures and water infiltration.	Long-term monitoring.
IDN 8686 11824021-11824003	274 LF/ 30" VC	8/1/2008	D	252.7 ft	Some cracks and fractures and water infiltration. Material in pipe at 24 LF and 245 LF, but not obstructing flows.	Long-term monitoring.
IDN 8683 11824003-11824002	95 LF/ 30" VC	8/1/2008	D	57.2 ft	Water in pipe due to lack of grade.	Long-term monitoring.
IDN 8685 11824002-11824022	100 LF/ 30" VC	8/2/2008	U	89.3 ft	No problems.	No action.
IDN 8689 11824022-11824001	455 LF/ 30" VC	8/2/2008	D	184.3 ft	Water in pipe. Rock at 23 LF, but not obstructing flows.	Televise at low tide as convenient.