



City of Bothell™

April 5, 2021

Jerome Cruz, Ecology Site Manager
Department of Ecology,
Northwest Regional Office Toxic Cleanup Program
3190 160th Avenue SE
Bellevue, Washington 98008-5452

Re: Quarterly Progress Report for Period Ending March 2021

Site Name: **WEXLER/ AL'S AUTO/ SCHUCKS O'REILLY**
Site Address: A portion of parcel 945720-0050, Bothell WA 98011
Parcel Numbers: 945720-0050
Facility/Site No.: **FSID# 63618231/ CSID# 6418**
Consent Decree No.: 18-2-02852-3 SEA First Amendment (Effective date October 31, 2019)

Reporting Period: January - March 2021

Summary:

City of Bothell (PLP) is making progress on work being performed for the Wexler site, in accordance with the First Amendment to the BSCSS Consent Decree (CD) with the Department of Ecology.

During this period the work continued on the implementation of the deliverables listed in the Amendment to BSCSS consent decree that incorporated the Wexler Settlement Area.

Per the requirements of Section XI of the Consent Decree "Progress Reports", the attached quarterly progress report has been prepared to satisfy the terms described in the Consent Decree. This report provides an update on work accomplished to date. Please contact me if you have any questions.

Sincerely,

Nduta Mbuthia

Nduta Mbuthia
Project Coordinator, City of Bothell

Public Works Department
18415 101st Ave NE
Bothell, WA 98011
425.806.6800
www.bothellwa.gov

Reporting Period:	January - March 2021
Date submitted (electronically):	April 5, 2021
Date mailed (certified w/return receipt):	<i>(deferred due to COVID-19 Stay at Home Order)</i>
Prepared by:	Nduta Mbuthia, Project Coordinator City of Bothell, Public Works Department Phone: 425.806.6829 Email: nduta.mbuthia@bothellwa.gov

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A. A list of on-site activities that have taken place during this quarter

- Performed groundwater monitoring activities

B. Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests:

None

C. Description of all deviations from the CAP (Exhibit C) and Schedule (Exhibit D) during the current quarter and any planned deviations in the upcoming quarter:

None

D. For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule:

None

E. All raw data (including laboratory analyses) received by Defendants during the past quarter and an identification of the source of the sample:

See attached

F. A list of deliverables for the upcoming quarter if different from the schedule:

Same as schedule.

Attachments

- Exhibit G from the CD – Wexler Schedule of Work and Deliverables
- GW summary table

Exhibit G
Wexler Schedule of Work and Deliverables

Deliverables		Due (Calendar Days) ¹
A. Administrative		
A.1	File first amendment to Consent Decree with the King County Superior Court	Within 5 days of the execution by the Parties
A.2	Notification of selected contractor name and qualifications	Within 5 days of the effective date of First Amendment to Consent Decree
A.3	Progress Reports	Quarterly on the 10 th of the month beginning after the effective date of the First Amendment to Consent Decree
A.4	Financial Assurances – submit cost estimate for Ecology review and approval	Within 60 days of the effective date of First Amendment to Consent Decree
A.5	Financial Assurances - provide proof of financial assurances	Within 60 days after Ecology approves cost estimate (A.4)
B. Design		
B.1	Draft Project Plans(2) and EDR Report(3)	Within 30 days of the effective date of First Amendment to Consent Decree
B.2	Final Project Plans and EDR Report	Within 5 days of receipt of Ecology's comments on the Draft EDR Report (B.1)
B.3	90 % Plans and Specs [per WAC 173-340-400(4)(b)]	Within 30 days of receipt of Ecology comments on Final EDR Report (B.2)
B.4	100 % Plans and Specs	Within 15 days of receipt of Ecology comments on 90 % plans and specifications (B.3)
C. Field Construction		
C.1	Complete Construction Procurement	Within 6 months of completion of the 100% plans and specifications (B.4) (weather-dependent)
C.2	Complete Construction	Within 9 months of the effective date of First Amendment to Consent Decree
C.3	Cleanup Action Report and As-Built Drawings and Report [per WAC 173-340-400(6)(b)]	Within 60 days of completing construction (C.2)
D. Post Construction Work		
D.1	Draft Environmental Covenant or Covenant Amendment (if required)	Within 30 days of receipt of Ecology request for Draft Environmental Covenant or Covenant Amendment
D.2	Record Final Environmental Covenant or Covenant Amendment with King County (if required)	Within 10 days after Ecology's approval of the Draft Covenant or Covenant Amendment (if required)
D.3	Protection Monitoring, Quarterly Compliance Monitoring (Performance and Confirmation)	Per the Compliance Monitoring Plan and Contingency Response Plan

- 1) *Schedule is in calendar days. Deliverable due date may be modified with Ecology concurrence without amendment to the Consent Decree.*
- 2) *Project Plans include the following: Work Plan, Sampling and Analysis Plan, Quality Assurance Project Plan, and Health and Safety Plan, to be submitted for Ecology review and approval. All plans will include a schedule for implementation as applicable.*
- 3) *The Engineering Design Report includes: a Construction Quality Assurance Project Plan, a Compliance Monitoring and Contingency Response Plan, an Operation and Maintenance Plan, Proposed Best Management Practices, Water Quality Monitoring Plan, and Substantive Requirements of Procedurally Exempt Permits. Ecology will not approve the Final EDR until the required permits have been obtained.*

Table 1
Compliance Groundwater Sampling
Wexler Settlement Area Site
Bothell, Washington

Well	Well Type and Water Bearing Zone	Screened Depth, (ft bgs)	Date Sampled	Depth to Water (ft below TOC)	Sampled By	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Total Xylenes (ug/L)	Napthalene (ug/L)	Gasoline Range Organics (ug/L)	pH (units)	Conductivity (µS)	Dissolved Oxygen (mg/L)	Oxidation Reduction Potential (mV)
S-MW-2 / S-MW-2R	Shallow	5 to 15	4/13/18	5.02	Kane	<1.0	<1.0	<1.0	<2.0	-	210	6.45	271.0	0.39	97.5
			6/6/19	5.14	Kane	<0.20	<1.0	<0.20	<0.60	-	<100	6.68	363.7	0.25	0.5
			4/24/20	4.46	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.59	601.7	0.30	26.7
			7/28/20	5.43	Kane	<0.20	12	<0.20	<0.60	<1.0	<100	6.69	1,097	0.18	-17.5
			10/30/20	5.65	Kane	<0.20	7.7	<0.20	<0.60	<1.0	<100	6.22	1,059	0.14	-21.2
			2/18/21	3.26	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.35	801	-	-29.7
S-MW-3 / S-MW-3R	Intermediate	25 to 35	4/13/18	4.72	Kane	<1.0	<1.0	<1.0	<2.0	-	<50	5.57	106.0	0.25	140.7
			7/28/20	5.99	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	7.26	170.3	0.20	37.2
			10/30/20	6.40	Kane	0.44	<1.0	<0.20	<0.60	<1.0	<100	5.23	119.4	0.24	42.6
			2/18/21	5.17	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	5.98	190.1	-	2.0
S-MW-4 Decommissioned	Deep	40 to 50	4/13/18	4.81	Kane	<0.20	<1.0	<0.20	<0.60	-	<100	5.77	165.0	0.22	149.8
			6/5/19	6.04	Kane	<0.20	<1.0	<0.20	<0.60	-	<100	6.17	153.2	0.15	-4.6
S-MW-7 / S-MW-7R	Shallow	4 to 14	5/22/18	4.91	Kane	<0.20	<1.0	10	37.4	11	880	6.82	220.0	0.09	-
			6/7/19	5.22	Kane	<0.20	<1.0	21	36.3	25	1,400	6.69	319.4	0.24	9.3
			4/23/20	4.62	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	7.16	747.0	2.27	-5.6
			7/27/20	5.79	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.63	980.0	0.20	-36.5
			10/30/20	6.22	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.48	1,024	0.14	-20.8
			2/18/21	3.25	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	8.17	308.5	3.37	188.3
S-MW-8 Decommissioned	Shallow	4 to 14	5/22/18	4.98	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.85	210.0	0.29	-
			6/7/19	5.18	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.55	305.8	0.30	19.9
S-MW-9 Decommissioned	Shallow	4 to 14	5/22/18	5.49	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.72	194.0	2.65	-
			6/7/19	5.69	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.4	198.6	1.12	15.9
S-MW-10 Decommissioned	Shallow	4 to 14	5/22/18	4.99	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.84	243.0	2.40	-
			6/7/19	5.28	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.45	308.6	0.32	32.5
S-MW-11 Decommissioned	Shallow	4 to 14	6/7/19	4.88	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.98	231.0	1.28	-
			6/7/19	5.42	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.56	331.4	0.32	14
S-MW-11R	Shallow	4 to 14	4/24/20	4.53	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.11	1,656	0.27	30.2
			7/28/20	5.49	Kane	<0.20	12	<0.20	<0.60	<1.0	<100	6.22	623.0	0.13	-44.3
			10/29/20	5.87	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.32	783.0	0.15	-36.8
			2/18/21	3.04	Kane	<0.20	<1.0	<0.20	<0.60	<1.0	<100	6.51	465.2	-	-64.0
MTCA Method A or Method B Groundwater Cleanup Level^						5	1,000	700	1,000	160	800/1,000*				

Notes:

ug/L = micrograms per liter [equivalent to parts per billion (ppb)].

- = not analyzed.

bgs = below ground surface

Bold concentrations are detectable concentrations, below their Cleanup Level (if available).

Bold and Highlighted concentrations are detectable concentrations, exceeding their Cleanup Level.

* = 800 ppb is MTCA Method A Cleanup Level for gasoline range organics when benzene is present or the total of benzene, toluene and total xylenes is greater than 1%; 1000 ppb otherwise.

^ = Method A Cleanup Levels used where available. Method B Direct Contact Cleanup Levels (shown in parentheses) used if Method A Levels are not available. Cancer cleanup levels used when available.