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December 26, 2024

Adapt Proposal No. P-5967

**Vader Investments**

14415 1st Ave S  
Burien, WA 98168

Attention: Darren "Buddy" Ryan  
Governor

Subject: Soil Gas Follow-up Screen  
Walkers Renton Subaru Used Cars  
250 Rainier Ave S  
Renton, Washington 98057

Dear Mr. Ryan:

Adapt Consulting (Adapt) is pleased to present this proposal outlining the scope of services and cost to complete a Soil Gas Follow-up Screen for the above-referenced property in an attempt to collect the data needed to receive a unencumbered 'No Further Action' (NFA) determination under the VCP program (Cleanup Site ID:5659).

## **1.0 SUBJECT PROPERTY DESCRIPTION**

The subject property at 250 Rainier Avenue South in Renton, Washington, consists of a single King County tax parcel (parcel number 182305-9063) with a reported area of approximately 0.9 acres. The ground surface is generally covered by asphalt pavement. Beneath the pavement, the subsurface generally consists of moist to wet, light brown to brown, fine to medium silty sand with variable amounts of gravel and discontinuous, interbedded layers of silt. The site is located in a moderately low-lying area within a commercially developed area. The topography of the site is relatively flat with a total relief of approximately three feet. The site is situated on a moderately narrow alluvial valley, known as the Black River channel. The site is approximately 0.6 miles to the southwest of the Green River and approximately 1.4 miles south of Lake Washington. The property is currently unoccupied.

## **2.0 PROJECT BACKGROUND**

The Subject Property has a history of past uses which include the operation of a gas station and automotive service garage. In 1999, remedial actions were undertaken that included the excavation of impacted soil and the treatment of groundwater with oxygen release compound (ORC) in three monitoring wells, MW-1, MW-2, and MW-4. These actions reduced the levels of petroleum contaminants in the soil and groundwater to below Model Toxics Control Act (MTCA) cleanup levels (CULs), except for approximately 10 tons of soil that was inaccessible due to shallow utility lines. Subsequent sampling in 2011 indicated that natural attenuation had further reduced the remaining contaminants to levels below MTCA Method A soil cleanup levels.

Additionally, groundwater contamination originating from the east-adjointing Safeway property was identified, which impacted the southeast corner of the subject property.

In 2000, three additional monitoring wells were installed by Environmental Partners, Inc. (EP) in the southeast corner of the site while working for Safeway, and data from one of these wells showed gasoline-range hydrocarbon concentrations above the MTCA CUL. Groundwater monitoring from 1999 to 2010 at the adjoining property showed decreasing concentrations of gasoline range petroleum impacts. Despite these efforts, a No Further Action (NFA) determination for the site was not issued. The Washington State Department of Ecology (Ecology) stated that an NFA would require demonstration that no contamination above CULs was present on the parcel, including the trespassing groundwater contamination.

Recent investigations at the site were performed by Terracon and documented in their March 8, 2024, Limited Site Investigation. Terracon's investigation included sampling of soil, groundwater, and soil vapor across the property. None of the soil samples analyzed during this study had concentrations of contaminants of concern (COC) above their respective MTCA Method A CULs. While seven groundwater samples were collected, it is noted that three were grab samples from temporary wells, a method that can lead to biased results. However, no concentrations of gas, diesel, or oil range hydrocarbons were detected above the MTCA Method A CUL in any of the analyzed groundwater samples. While a grab sample of groundwater from location B5 did show elevated levels of arsenic and lead, these were attributed to sampling procedure bias, and samples from permanent monitoring wells showed low levels of these metals, well below MTCA Method A CULs.

One of two soil gas samples collected showed 1,3-butadiene concentrations above the MTCA Method B Screening Levels. Terracon's report suggests the presence of this compound may be due to a natural gas leak, which should dissipate once the leak is mitigated. However, Adapt notes that 1,3-butadiene is a common soil gas sample contaminant, as drilling action of the direct push rig can heat rubber O-rings utilized on the machine and causing the O-rings to release 1,3-butadiene.

The property owner has applied to enter Ecology's Volunteer Cleanup Program (VCP) to obtain an NFA determination, with the anticipation that an NFA determination with no restrictions is feasible.

### **3.0 PURPOSE**

The purpose of the Soil Gas Follow-up Screen is to assess potential vapor impacts to the subject property from 1,3-butadiene, with the considerations that 1,3-butadiene is the only COC above the applicable MCTA screening levels and that 1,3-butadiene can be released from a drill rig while advancing the exploration. The scope of work has been designed to address the outstanding issues at the subject property (soil gas impacts from 1,3-butadiene) and has been modified from standard soil gas sampling procedures to more specifically address this issue.

### **4.0 SCOPE OF WORK**

#### **4.1 Project Coordination**

Adapt will coordinate with the client and property owner to schedule the fieldwork. The fieldwork will only be conducted with the permission of the property owner.

## **4.2 Health and Safety Plan**

A site-specific health and safety plan will be prepared prior to initiation of any field sampling activities in accordance with 29 CFR 1910.120 and 296-62-300 WAC. Adapt would modify the existing health and safety plan to account for potential conditions at the subject property.

## **4.3 Fieldwork –Soil Gas Sampling**

Adapt proposes the completion of a total of two sub-slab soil gas probes near the location of Terracon's soil gas sampling location SVP-2, with exact locations to be finalized in the field.

The sampling process includes using an electric-powered roto hammer to advance a 1-inch diameter drill bit through the existing asphalt surfacing. A stainless-steel AMS gas vapor tip, with Teflon™ tubing attached, will then be driven approximately 6 inches into the soil beneath the asphalt surfacing. Hydrated bentonite will be used to seal the open space between the Teflon™ tubing and the perimeter of the drilled hole.

Two sub-slab soil gas manifold sampling kits will be obtained from Friedman & Bruya, Inc. (F&B), a certified analytical laboratory. This includes tubing, two valves, and a Y-connector that are used to connect the gas vapor tip to two laboratory certified SUMMA® canisters. Using a procedure provided by the analytical laboratory, the assembled manifolds will be purged and tested for integrity by a shut-in test procedure. If the manifolds are not leaking, then the system will be enclosed with a shroud and filled with a minimum of 30% laboratory grade helium. The samples will then be collected in the sample canister. By this procedure, if the helium content of sampled gas in the canister is below 3%, the sample collected is suitable for reporting.

After completion of the sampling, each SUMMA® canister will be analyzed at the F&B laboratory in Seattle under Adapt's chain-of custody protocols. Following sample collection, the sub-slab soil gas probes will be removed. Once the samples have been collected, the asphalt surface will be repaired with a cold-patch asphalt material.

The sub-slab soil gas samples will be analyzed for the following analyses on a standard 10-day turn-around-time:

- 1,3-butadiene by EPA Method TO-15.
- Helium, as a leak check gas, by method ASTM D1946.

## **4.6 Data Quality Review**

Adapt will review the laboratory quality control data provided with the F&B reports to evaluate the reliability of the analytical testing results. Copies of the F&B reports will be included in the final report.

## 4.7 Reporting

At the completion of the proposed sampling and testing work a summary report will be prepared. The results of our field activities, laboratory analyses, and office analysis will be presented in a written report that would include:

- A description of all activities performed on subject property by Adapt.
- A subject property map indicating the general property features noted above.
- A description of sampling procedures.
- Laboratory analysis procedures.
- A summary table of all analytical data.
- Analytical laboratory testing results, and chain-of-custody forms.
- Conclusions and recommendations for further assessment/characterization, if appropriate.

## 5.0 ESTIMATED PROJECT COST

The itemized cost estimate for the project is as follows:

### Subcontracted Services

Analytical testing – (2 sub-slab soil gas samples @ \$380/sample).....	\$760
Purge canister rental (1 canister @ \$75/canister).....	\$75
Manifolds (4 kits @ \$10/kit).....	\$40
Subtotal Subcontracted Field Services.....	\$875
Adapt Markup on Subcontracted Services (12%).....	<u>\$105</u>
Estimated Total Subcontracted Services.....	\$980

### Adapt Services

Soil gas sampling (6 hours @ \$130/hr) .....	\$780
Equipment rental and supplies (soil gas sampling).....	\$350
Data evaluation and report preparation (12 hours @ \$130/hr).....	\$1,560
Project management (8 hours @ \$130/hr) .....	\$1,040
Principal review.....	\$225
Clerical.....	\$70
Estimated Total Adapt Services .....	<u>\$4,025</u>
<b>ESTIMATED TOTAL COST OF SOIL GAS FOLLOW-UP SCREEN .....</b>	<b><u>\$5,005</u></b>

The proposed work plan and subsequent cost estimate were based on the available data. Due to the number of unknown variables associated with environmental assessments, this work plan and cost estimate should be considered as a dynamic document which could change in response to conditions encountered in the field. All work will be conducted in accordance with the scope presented herein and our current Schedule of Charges and General Conditions, attached. The Client will be consistently informed of the observations so that mutual decisions regarding any potential modification(s) to the scope of work could be presented prior to initiating any action which would result in a deviation from the proposed work scope and budget. Should we encounter difficult or unanticipated conditions, we will inform you as soon as possible and no work will be performed beyond the authorized scope without your prior approval.

## 6.0 TERMS OF AUTHORIZATION AND SCHEDULE

Adapt is prepared to begin the activities described in this proposal, contingent upon receipt of authorization. Should the scope of work and estimated costs meet with your approval, your signature in the space provided below will authorize Adapt to proceed.

Field activities described above will be completed upon receipt of this authorization. An estimated schedule from receipt of authorization to proceed is as follows:

- One to two weeks – schedule and complete the sampling.
- Three to four weeks – receipt of analytical testing results.
- Four to five weeks – provide a written summary report.
- Beyond five weeks – provide report to Ecology and follow up documentation as needed.

The final report will be delivered in Adobe PDF format via email. If necessary, a draft report will be forwarded to the client prior to finalizing the report. A verbal update can be disseminated when information such as analytical testing results become available.

We appreciate having this opportunity to present this proposal and look forward to its favorable acceptance. If this scope of work meets your requirements, please sign in the space available below and return one copy to serve as authorization to proceed, and/or please forward a purchase order. Please contact us if you have any questions or comments regarding this proposal.

Respectfully Submitted,

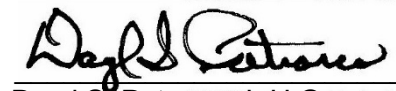
**Adapt Consulting**

**Vader Investments**



John Frazier, L.G.  
Project Manager

\_\_\_\_\_  
Signature



Daryl S. Petrarca, L.H.G.,  
Senior Reviewer

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

December 26, 2024

Date

\_\_\_\_\_  
Date

Attachments: 2024 Schedule of Charges and General Conditions

## **Adapt, Inc. 2024 Schedule of Charges & General Conditions**

Compensation to Adapt, Inc. for our professional services is based upon the conditions set forth below.

### **CHARGES**

Charges for employees are determined by the hourly rates listed below. A new schedule is issued at the beginning of each year. Unless other arrangements have been made, charges for all work will be based on the latest Schedule of Charges and General Conditions.

Principal	\$225.00/hour	Per Diem	\$175.00/day (or established per project)
Senior Manager-Scientist	\$170.00/hour	Mileage	\$0.75/mile
Senior Project Manager-Scientist	\$150.00/hour	Truck Mileage	\$0.80/mile
Project Manager-Scientist	\$130.00/hour		
Senior Staff Scientist	\$120.00/hour	Outside Services or Subcontractors	Cost + 12%
Staff Scientist	\$100.00/hour	Materials & Supplies	Cost + 12%
Technician	\$90.00/hour		
AHERA Asbestos Inspector	\$80.00/hour		
Clerical	\$70.00/hour		
Expert Witness (4 hour minimum)	\$300.00/hour		

### **OVERTIME/MINIMUM CHARGES**

Hours worked in excess of eight hours per day, in excess of 40 hours per week, or that are worked on a Saturday, Sunday or national holidays will be billed at 130% of the regular rates when these overtime hours are requested by the Client or are reasonably necessary to meet job schedules.

### **BILLING**

Invoices will be submitted once per month and are payable upon receipt unless otherwise agreed. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be added to any account not paid within 30 days. It is agreed that attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client. Our hourly rates do not include a sales tax and these will be added if they become applicable in any jurisdiction. Adapt, Inc. can also provide schedules of unit costs for rental of in-house construction and testing equipment.

### **TERMINATION**

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as required to place our files in order as we consider necessary to protect our professional reputation. At our discretion, a termination charge may also be made to cover our proposal and administrative costs relating to the project.

### **RIGHT OF ENTRY/CLIENT FURNISHED INFORMATION**

Unless otherwise agreed, we will be furnished right-of-entry on the land to make planned borings, observations and other explorations. We will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost for restoration of damage, which may result from our operations. If the Client desires us to restore the property to the former condition, we can accomplish this and add the cost to our fee. The Client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried utilities or structures. We shall not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone lines, etc.), which are not called to our attention and correctly shown on the plans furnished by the Client in connection with work performed under this agreement.

### **SAMPLE RETENTION**

All samples of soil and rock or water taken from the site will be discarded 30 days after submission of our report unless the Client advises us otherwise. Adapt, Inc. retains the right to return hazardous/dangerous waste samples to the Client.

### **OWNERSHIP OF DOCUMENTS**

All designs, drawings, specifications, notes, data, sample materials, report reproducible and other work developed by us are instruments of service and as such remain the property of Adapt, Inc. The Client agrees that all reports and other work furnished to the Client or his agents and assigns, which is not paid for, will be returned upon demand and will not be used for any purpose whatsoever. Adapt, Inc. will retain all pertinent summaries and reports relating to the services performed for a period of at least five years following submission of the report, during which period the records will be made available to the Client at all reasonable times. Adapt, Inc. reserves the right at any time to discard field notes, laboratory test sheets, calculation sheets, etc., which are included or summarized in said report.

### **GENERAL LIABILITY INSURANCE**

Adapt, Inc. maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of at least \$500,000 per occurrence and we will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, we will upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than the professional errors and omissions, will be limited to our General Liability insurance coverage.

### **LIMITATIONS OF PROFESSIONAL LIABILITY**

Our findings, recommendations, specifications or professional opinions will be presented, within the limits prescribed by the Client, after being prepared in accordance with generally accepted professional engineering, environmental and geologic practice. We make no other warranty, either expressed or implied. For any injury or loss on account of any error, omission or other professional negligence, the Client agrees to limit Adapt, Inc. and/or its professional employers' liability to the Client and to all agents, contractors and subcontractors arising out of the performance of our professional services, such that the total aggregate liability to all those named shall not exceed \$50,000 or our fee, whichever is greater. In the event the Client does not wish to limit our professional liability to this sum, we will waive this limitation upon the Client's written request made at the time of the initial authorization, on a given project, provided that the Client agrees to pay for the waiver an additional 5% of our total fee or \$500, whichever is greater. However, the Client agrees that our maximum liability will be limited to our Professional Liability insurance coverage. In the event the Client makes a claim against Adapt, Inc. and/or its professional employees, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim or prevail in an adversary proceeding, the Client shall pay all costs incurred by Adapt, Inc. and/or its professional staff in defending itself against the claim.

### **HAZARDOUS/DANGEROUS WASTE**

For services involving or relating to any hazardous or dangerous waste elements of this Agreement, it is further agreed that the Client shall indemnify and hold harmless Adapt, Inc. and their consultants, agents and employees from and against all claims, damages, losses and expenses. Direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by Adapt, Inc. or claims against Adapt, Inc. arising from the work of others, related to hazardous or dangerous waste. The above indemnification provision extends to claims against Adapt, Inc. which arise out of, are related to, or are based upon the dispersal, discharge, escape release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gasses or any other material, irritant, contaminant or pollutant in or into the surface or subsurface (a) soil, (b) water or water courses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not. In the event that unanticipated conditions are identified in the field during work associated with this agreement, we will request instructions from the Client as soon as practical.