



Testing, Mitigation, System Design
CCB 180537
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Fed ID 26-1809992

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Proposal and Contract

March 16, 2021
Job # 21-C035F

Client: Rockwood Preparatory Academy c/o John Nelsen
Job site: 740 SE 182nd Ave Portland, OR 97233
Cascade Radon, Inc., shall hereinafter be called "Contractor".

Job description: The goal of this study is to determine radon levels and to determine an effective radon mitigation technique, if needed or requested. Survey to be conducted as per the following specifications:

1. Contractor shall provide equipment and labor to conduct a survey for the purpose of determining radon levels and a radon mitigation strategy.
2. Contractor shall provide Client with a written Analysis Report upon completion of on-site testing
3. Testing will be performed per EPA School Testing Protocols.
4. Testing will require placement in forty (40) locations on the property using activated charcoal (AC) test kits. Testing includes the placement of duplicates and blanks for quality control. The number of tests performed, and actual test locations, are per information provided by the client as of the date of this contract.
5. Testing will be performed for a minimum period of 60 hours.
6. Unless otherwise noted, this contract does not address radon levels generated from radon out-gassing from well water.
7. Client agrees, to the best of his/her ability, to keep all testing equipment safe from harm, theft, not tampered with, unmoved, not adjusted in any way, and to inform the Contractor if any of these conditions have taken place.
8. Indoor building temperatures need be kept at normal occupancy levels (preferably between mid-60's to lower 70's) during the entire testing period.
9. Test equipment shall NOT be placed in close proximity to steam and high humidity, heavy fumes, cooking vapors, moisture, dust, smoke, high heat, radioactive sources, and fresh-air drafts from exterior windows, doors and the like.
10. It is understood that compromising of any of the test requirements could result in delaying or negating reliable results. Client agrees to pay full survey cost regardless of whether tampering has occurred or not.
11. Client agrees that any Client/occupant tampering leading to invalid testing can be retested at the request of the Client at an additional cost.
12. Client agrees to be responsible for the security of, and any damage to, the Contractor's test equipment while in use at the job site and, if damaged, lost, or stolen, agrees to pay for repair or replacement of such equipment in full.
13. Work schedule is subject to delays caused by acts of God, stormy weather, illness, uncontrollable labor trouble, or unforeseen contingencies.
14. Severe, stormy weather, or high winds can cause inaccurate test results. If such weather should occur it could be cause to delay or restart the testing.
15. Payment for testing services is due within 30 days of the report being submitted to Client.
16. Payments made after 30 days from the invoice date shall be subject to a late charge.
17. Client agrees to make work area(s) accessible to contractor.
18. This proposal and contract supersedes any previous proposals and contracts related to the stated scope of work.
19. Client agrees to make available to Contractor, if available, all radon test results previous to this contract date.
20. Attorney's Fees Clause: If any action at law or equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover actual attorney's fees, costs, and expert witnesses' fees, which shall

 Initials

be determined by the court in the same action or in a separate action brought for that purpose. The attorney's fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorney's fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of all parties to fully compensate for all attorney's fees paid or incurred in good faith.

- 21. This proposal is valid for 30 days beginning at the date noted at the top of the contract. Alterations to this contract will not be accepted.
- 22. **Client agrees to notify building staff and occupants to maintain "closed-building conditions" at the job site during the entire short-term testing period:**
 - a. Keeping **all** windows throughout the building closed.
 - b. Closing **all** exterior doors immediately upon entry and exit.
 - c. Window mounted and/or portable air conditioning units placed into recirculate mode and any fresh air vents closed (preferably, units should be turned off or removed from the window entirely).
 - d. Remove window fans or seal them shut

Total cost for short-term testing \$1,600.00

Agreed: _____ Date: _____
Cascade Radon, Inc. (Contractor), or authorized agent of Contractor

Agreed: *[Signature]* Date: *3/17/21*
Client, or authorized agent of Client

John Nelson, Executive Director
Print signatory's name and title (owner, agent, etc.)



[Signature] Initials