



CASCADE RADON, INC.
Testing, Mitigation,
Systems Design
CCB 180537 / CASCARI927C1

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Proposal and Contract

February 15, 2021
Job #21-C008W

To: Eddyville Charter School
1 Eddyville School Rd/P.O. Box 68
Eddyville, OR 97343

c/o: Gus Loomis / Facilities Director

Eddyville Charter School, shall hereinafter be called "Client".
Cascade Radon, Inc., shall hereinafter be called "Contractor".

Job Site: Eddyville Charter School
1 Eddyville School Rd.
Eddyville, OR 97343

Job description: Radon mitigation work as per attached specifications.

Basic Scope of Mitigation:

Install two (2) permanent radon mitigation systems in place of the temporary mitigation currently addressing rooms; 48, 49, 55 and Music Room of the facility.

Eddyville Charter School:

1. Systems to be a Sub-Slab Depressurization type installation.
2. System routing will be via the previously installed suction points in rooms 48, 49, 55 and 67. Vent piping to be routed through the drop ceiling and up to above the roofline.
3. Two continuously running electric exhaust fans will be permanently mounted in the attic of the building.
4. Includes electrical work and permitting by a licensed electrician.
5. If requested, concealment of any vent piping in a soffit or chase shall be done at additional cost agreed upon by both Client and Contractor.

Testing:

- Work includes the use of a continuous electronic radon monitor(s) (CRM) to determine the initial effectiveness of the system(s) installed.
- Per EPA, it is recommended that the Client perform periodic long-term, post-mitigation testing using Alpha-Track test devices.
- It is further recommended that any post-mitigation testing performed in accordance with current ANSI/AARST MAMF and EPA standards for schools.

Guarantee/Warranty/Service Agreement:

1. Contractor guarantees, in the areas noted above, that this installation will maintain average radon levels, based upon 9-month long-term Alpha-Track testing, at below the EPA Action Level of 4.0 pCi/L for a period of 10 years, subject to the terms of this contract.
2. It is recommended that 9-month long-term Alpha-Track testing shall be performed by the Client and in accordance with current ANSI/AARST MAMF and EPA standards for schools.
3. If, at any time during this Warranty period, the results of approved, 9-month long-term Alpha-Track radon tests are above 4.0 pCi/L, the Contractor shall take appropriate and necessary steps, as determined by the Contractor, and at no cost to the Client, to lower average, long-term radon levels to below 4.0 pCi/L.
4. With the exception of the exhaust fan unit(s) and electrical connections, the Contractor will repair or replace any defective mechanical components in the system, at no cost to the Client, for a period of 10 years, beginning at the time of initial system activation.
5. Includes a 5-year, replacement warranty on exhaust fan units mounted in the attic of the facility, beginning at the time of initial activation with any related work and materials provided at no cost to the Client.
6. All warranties and guaranties are extended to future owners of same property.

COVID-19:

Contractor shall follow CDC and State construction worksite protocols and guidelines regarding Covid-19 such as frequent hand-washing, personal distancing, not working if sick, and PPE, and it is assumed and expected that the Client and all occupants in work areas shall minimally follow the same protocols and guidelines.

Exhaust Fan:

1. Typical fan specifications: 72-150 watt, 60 hz, 115 V, 1.5 amps (approximately the energy use of a 75-100 watt light bulb).
2. Fan units are inline duct style and are Energy Star approved when possible.
3. Fans utilized are the quietest available for the given purpose, and are installed in such a way as to be as quiet as is reasonably possible, however, mitigation systems are not silent.
4. It is understood and agreed to that, unless otherwise specified and agreed to, radon system installations do NOT include additional sound reduction measures.

Vent Pipe:

1. To provide superior durability, sealed air-tight venting (per EPA), more efficient air flow, and quieter operation, vent piping shall be round, Schedule-40, plastic pipe.
2. Venting shall also be ABOVE the roofline for proper exhausting of high radon levels.
3. Work does not include the covering of, or concealment of, system components.

Sound Reduction:

- a. Unless otherwise specified, no additional sound reduction measures are included.
- b. Additional sound reduction measures such as, but not limited to, exhaust mufflers and vibration/sound dampeners, if requested, can be installed at additional cost to the Client.

Projected O&M's:

- Periodic inspections to confirm fans are operational.
- Period radon testing of ground-floor units (suggested once a year using Alpha-Track testing).
- Estimated electrical cost per 72 watt fan unit is \$50-\$75 per year.
- Fan life expectancy, if left to run full-time, is 10-15 years.

General Specifications:

1. Includes all required design, mechanical permits, and mechanical permit fees.
2. It is assumed this project is not subject to any specified wage requirements. Should it be determined this project is subject to either Prevailing Wage or Living Wage requirements or the like, Contractor reserves the right to reassess labor costs and invoice Client accordingly.
3. The Contractor requires a minimum of 10 working days to assess any separate agreements and requirements generated by the Client. Such assessment(s) may include, but are not limited to, sub-contractor agreements, changes in scope, public funding requirements, requests for L&I and/or prevailing wages, additional bond, and other support documentation.
4. Installation to be per ASTM and EPA protocols, and per Oregon building code.
5. Contract work includes a pre-construction meeting with the on-site staff and Facilities Manager to fully inform them and their staff of the proposed work and address any and all questions put forth by them concerning work schedules and areas of impact of the proposed work.
6. Assumes viable routes exist from the noted rooms, through the ceiling and to the attic of the building.
7. Contractor may make penetrations through siding and roofing for systems installed on or through the exterior of the building, and shall not be held responsible for any potential voiding of siding or roofing warranties. Should any building component upon which the radon system is to be mounted on or through be under warranty, Client shall provide Contractor prior notification of such conditions and warranties. Others shall do any work necessary to maintain any such warranties, at potential additional cost.
8. It is understood and agreed to that should, during the course of installing the mitigation system, the Contractor deems changes need to be made in the originally agreed to system design/layout, or finds conditions do not allow for a system design/layout as originally agreed to, the Contractor reserves the right to make such changes accordingly
9. and at the Contractor's discretion.
10. Client shall inform Contractor of any existing alarm systems (fire, security, etc.) and make sure such systems are deactivated as needed.
11. Includes electrical work by a licensed electrician.
12. Does not include working through, around or the removal of asbestos, to be done by others.
13. Includes screened vent pipe terminus cap ("critter guard").
14. Includes post-mitigation testing for back drafting of combustion-air flues, including use of a Carbon Monoxide monitor.
15. Includes cleanup and removal of all job related debris.
16. Includes, when possible, use of low VOC caulking and adhesives.
17. Includes system labeling.
18. Other than normal wear and tear, the Client agrees to be responsible for the security of the Contractor's test equipment, and agrees to repair or replace such equipment in full for any damage or loss while in use at the job site.
19. The system shall include a manometer (pressure gauge), which is a simple means of seeing that the system is working mechanically. The manometer also shows how much negative pressure (depressurization) the system is creating. It is understood that the pressure gauge DOES NOT monitor radon levels.
20. Client agrees to notify Contractor of any system malfunction or elevated radon levels found.
21. Client hereby releases, indemnifies and agrees to hold harmless the Contractor from any and all liability due to any and all health effects due to radon exposure.
22. The contract does not include installation of new make-up air ducting or corrective measures for inadequate make-up air supplies of combustion-air appliances (i.e. furnaces, water heaters, etc.).
23. Safety Data Sheet information are available upon request.
24. Assumes that at the time the system noted is installed, the building is in similar condition as when this proposal/contract was written (no significant physical changes, and the like).

25. Conditions that may compromise the effectiveness of the system, and do not constitute failure of workmanship performed or materials supplied by Contractor:
 - a. Loss of electrical power.
 - b. Damage to any component.
 - c. Clogged vent/suction piping.
 - d. Puncturing or pulling loose of plastic vapor barrier.
 - e. Settling, shifting, cracking, or compromising of the slab or foundation, including seismic activity.
 - f. Flooding.
 - g. Future changes to the building that might lessen or negate the effectiveness of the mitigation system, or create a back-draft condition at any combustion/fuel-gas location. Such changes may be (but not limited to), new fireplaces, HVAC systems, remodeling, additions to building square-footage, weatherization, whole-house fans, etc.
26. Work schedule is subject to delays caused by acts of God, stormy weather, uncontrollable labor trouble, or unforeseen contingencies.
27. If any payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of 7 days from the due date of the payment shall be deemed a material breach of this contract.
28. Payments made after 30 days of the invoice date shall be subject to a late charge of 1.5%, compounded monthly until payment is received.
29. Client agrees to make work area(s) accessible to contractor.
30. Client agrees to make available to Contractor all radon test results previous to this contract date.
31. The Contractor shall provide the required building permits and instructions for arranging for the necessary inspection(s). However, the Client shall be responsible for arranging for inspection(s) and meeting the building inspector, unless otherwise agreed to.
32. Client shall be responsible for obtaining any and all required approvals by any property owner, building association, condominium association, Structures of Historic Note (registry), or the like, connected with the property or structure being worked on, and any such approvals shall be obtained by the Client prior to the start of work.
33. It is assumed that the Client prior to the start of work shall obtain the property owner's permission for the contract work.
34. Contractor shall not be responsible for work done, materials supplied or installed, or conditions created, by others.
35. Contractor shall not be responsible for correcting code violations or any other improper conditions created by others.
36. Sumps, sump pumps, and flooding: Client agrees to turn off radon mitigation fan when flooding occurs or any sump pump is running for extended lengths of time in any slab area connected to the sub-slab suction point(s).
37. Should the property owner and/or Client request a post-mitigation service call that turns out not to be an issue covered under warranty, and/or not related to the radon work performed under this contract, that service call, and all related costs, shall be billed on a Time and Materials basis to the Client and/or property owner.
38. Should work areas not be accessible at times work is scheduled, or should delays be caused by the Client, on-site management, tenants, or others outside of the Contractors control, the Contractor reserves the right to charge the Client reasonable additional fees for time and costs associated with such delays, including, but not limited to, labor, materials, travel/transport/lodging, as well as set up and staging costs.

39. Should remodeling and/or other work outside the Contractors control occur on-site in the course of installing the radon mitigation system, and testing thereof, the Client agrees to allow the Contractor to perform radon testing *after* new building insulation has been installed, weatherization of windows and doors completed, and the building is brought to normal indoor air temperature for at least 12 hours prior to the start of any radon testing, and *prior* to covering any walls or ceilings such as, but not limited to, installing drywall.
40. **Hidden Cracks In Concrete Slabs and Foundations:**
Caulking and/or sealing of cracks or openings in concrete slab flooring or foundations hidden from view and/or not discovered prior to the start of contract work: Any such caulking and/or sealing required to obtain lower radon levels, shall be done on a Time and Materials basis with labor billed at \$50 per hour, and any materials and subcontractors subject to a 15% markup. Such caulking and sealing may involve pulling back floor coverings for access, as well as temporary moving of furniture and other personal items. Client shall make all work areas accessible to the Contractor, workers, and subcontractors.
41. It is understood that excessive water in and around the radon mitigation system, including elevated ground water (table) levels, can cause either reduction of system efficiency or system failure as well as problems with connected systems, and does not constitute failure of workmanship performed or materials supplied by the Contractor.
42. If applicable, I/we have received a copy of: ORS 87.093 Information Notice About Construction Liens; ORS 701.033(1) Consumer Protection Notice; and ORS 701.330 Notice of Procedure.
43. 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 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.
44. **Not Included in Contract:** Unless otherwise specifically mentioned in the contract, the following are not included in the contract work and shall be provided by others if required: Engineering; Work outside the scope of this contract; Repair or replacement of wall covering/finishing; Cosmetic concrete repairs; Structural concrete repairs; Repair or replacement of glued-down carpet or carpet pad; Repair or replacement of flooring; Repair or replacement of non-reusable or degraded carpet tack strip; Repair or replacement of non-reusable or degraded carpet or carpet pad; Mitigation, handling, or removal outside the scope of the Contractor's expertise and licensing of any hazardous materials encountered such as, but not limited to, asbestos, lead, fuel oil, EMF's, and VOC's; Finish painting; Routing of pipe within interior walls & ceilings or creation of vent chases; Moving any personal items, including furniture, high-value items, and artwork (this shall be the responsibility of others, and arranged for by the Client).
45. Unless otherwise noted, this contract does not address radon generated from radon out-gassing from well water, materials used in the construction of the building, or personal items within the structure.
46. Installation to be completed in a substantial and workmanlike manner according to standard industry practices.
47. Any additional work requested by the Client outside the scope of this contract would be done at additional cost and agreed upon in writing.

- 48. This proposal is valid for 60 days beginning at date noted at top of contract.
- 49. Contractor reserves the right to charge additional costs outside those noted in this contract to make any needed changes or adjustments to the mitigation system.
- 50. **Contractor is licensed, bonded, insured, and certified:**
NEHA/NRPP# 106213RMT

Cost of above noted work:..... \$ 8,250.00

Payment Schedule:

Deposit:..... \$ 2,000.00
 Subsequent Progress Payments due upon billing.

Agreed: Wade Gerwin Date: 2/25/2021
 Cascade Radon (Contractor, or authorized agent of Contractor)

Agreed: [Signature] Date: 2/23/21
 Signature of Client, or authorized agent of Client

Stacy Knudson
 Print signatory's name

Superintendent-Principal
 Signatory's title (owner, agent, etc.)



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