

THIS RADON RE-TESTING CONTRACT, submitted to the South Lane SD 4073 at 455 Adams Street in Cottage Grove, Oregon for a collective fee of \$1,500.00 by and between the South Lane School District hereinafter called "Client," and Environmental Inspection Services, hereinafter called "Consultant," is as follows:

The Client retains Consultant for the purpose of performing a radon re-testing sampling episode in accordance with Oregon Department of Education and Oregon Health Authority guidelines and required test practices for a fee not to exceed a total of \$1,500.00 without client consent.

- A. The areas to be retested are listed as follows:
- London School - room 2
  - Harrison Elementary school - Room No.s 102 and 103
  - Al Kennedy Alternative school - Office by principle
  - Maintenance Office, Chris's office, April's office, work room
5. The work shall include the following:
- Placement of approximately 20 short term radon testers throughout these areas of the schools by a trained and experienced radon technician;
  - Collection of all radon testers after the required 48-72 hour test periods;
  - Analysis of the radon testers by a certified laboratory known as Pro-Lab Laboratory located at 1675 North Commerce Parkway in Weston, Florida using the liquid scintillation Method(EPA 402-R-92-004). The selected radon sampler devices to be deployed are described as passive activated charcoal adsorption devices (AC).

(The short term testers utilize activated carbon to absorb the radon gas in the air. The test unit has activated carbon with a perforation screen to filter out radon decay products. The absorber is resealed by EIS and shipped to Pro-Lab for processing and evaluation. The selected passive radon tester devices do not uniformly adsorb radon during the testing episode and are not described as integrating devices).

- Radon reports prepared for each school by Oregon Health Authority (OHA) approved methods and submitted to the district with Excel spread sheets as required.

- One hard copy and electronic copy of each letter.

#### C. PUBLIC DOCUMENT SEARCH

- Utilization of district floor plans for the purposes of selecting all test classrooms, gymnasiums, cafeterias, offices, multi-purpose rooms and common rooms as required.

- Photo Documentation of testers

Client agrees to compensate Consultant for such services as follows:

Terms \$1,500.00 shall be due at the start of retesting.

The amount shall be due in full if work stoppage is authorized at any time due to field observations or test results. Additional on-site consultation activities shall be provided at an additional field charge of \$50.00 per hour.

If work is warranted at the site based on consultants findings, requests by the client or regulatory agency, or if unforeseen conditions arise, the consultant will notify the client of the change in scope of the project and charge Time and Materials rates in accordance with the 2021 fee schedule.

b. The Client agrees to take responsibility for the following:  
Provide access to the subject schools and necessary records for the purposes of conducting the short term radon sampling.

E. INDEMNIFICATION - Environmental inspection services (EIS) shall be relieved of responsibility and EIS shall be held harmless from any and all losses, damages, or injury to persons, property, costs, claims, demands, and expenses of whatever type or nature, including but not limited to pollution or other damages connected with the project.

F. LIMITATION - EIS shall prepare all reports, permits, and other necessary documentation in accordance with generally acceptable OHA and OBE standards of testing at the time of the report. This report does not include radon retesting, radon long term testing, or radon mitigation.

**THE RESULTS ARE SUBJECTIVE AND BASED ON A LIMITED NUMBER OF OBSERVATION POINTS.**

F. CONFIDENTIALITY - All reports shall remain confidential and subject to client and agency review and approval as necessary to perform the project.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated hereof, the day and year first above written.

CONSULTANT: CLIENT:

By Charles A. Spivey

By [Signature]

Title FACTWOW

Title Maintenance Supervisor

Date 5/14/21-Tues

Date 5/5/21