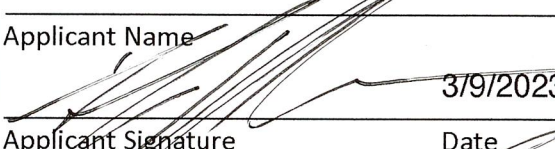
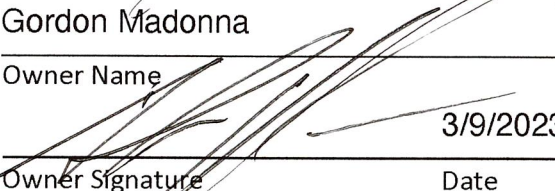


HISTORIC PRESERVATION APPLICATION

CASE NO: _____

PROPERTY INFORMATION Address: <u>929 Parkview Street</u> Year of Construction: <u>1949</u> Legal Description: <u>Lots 7-13 Blk 2 Murphy Place</u> <u>Less NLY 532 sq Ft.....</u> Landmark Name and Resolution (if applicable): <u>The Madonna Homestead</u>	TYPE(S) OF APPLICATION ☐ Probable Cause/Historic Structure Assessment ☒ Landmark Designation ☒ Historic Preservation Fund Grant ☒ Historic Preservation Fund Loan ☒ Landmark Alteration Certificate ☐ Demolition Review ☐ Other: _____
APPLICANT INFORMATION Name: <u>Gordon Madonna</u> Company: _____ Address: <u>929 Parkview Street</u> <u>Louisville, Colorado 80027</u> Telephone: <u>720-998-5361</u> Email: <u>gordonmad@icloud.com</u>	REQUEST SUMMARY <i>(Attach additional pages if necessary)</i> See attached
OWNER INFORMATION Name: <u>Gordon Madonna</u> Company: _____ Address: <u>Same</u> Telephone: _____ Email: _____	SIGNATURES AND DATES Gordon Madonna Applicant Name _____  3/9/2023 Applicant Signature _____ Date _____ Gordon Madonna Owner Name _____  3/9/2023 Owner Signature _____ Date _____

929 PARKVIEW STREET

FRONT VIEW

THE PATRONA HOMESTEAD

PATIO ADDITION OPENINGS

- STAINLESS STEEL "CIVICAN" WIRE
- 9 REPLACE WITH CUSTOM
- MADE WINDOWS & SCREENS
- WINDOWS WILL BE HUNG AT
- TOP AND WILL BE RAISED UP
- AND LATCHED DURING PERMITTING
- SEASONS FOR VENTILATION
- THESE WILL REPLICATE APPROX 1920'S STYLE
- 4 OR SIX PANEL WINDOWS

SLIDING 6" OVERLAPPING CEDAR

CLAPBOARDS TO MATCH ORIGINAL

STYLE AND WOOD - WOOD GRAIN

ALL TRIM AROUND WINDOWS

DOORS AND CORNERS 3 1/2"

CEDAR TRIM

⊗ - HELICAL PILES TO BRING

PERMANENT AND FRONT BEDROOM

BACK TO LEVEL 8

SUPPORT

⊗ - HELICAL PILES TO BRING

PERMANENT AND FRONT BEDROOM

BACK TO LEVEL 8

SUPPORT

METAL FACIA

W

6" LAP SIDING (CLAPBOARD)

3" BRICK DECORATION & FINISH

THREE TWO WINDOWS TO BE REPLACED WITH BRICK WINDOWS

10' SCALE 1/4" = 1'

19'1"

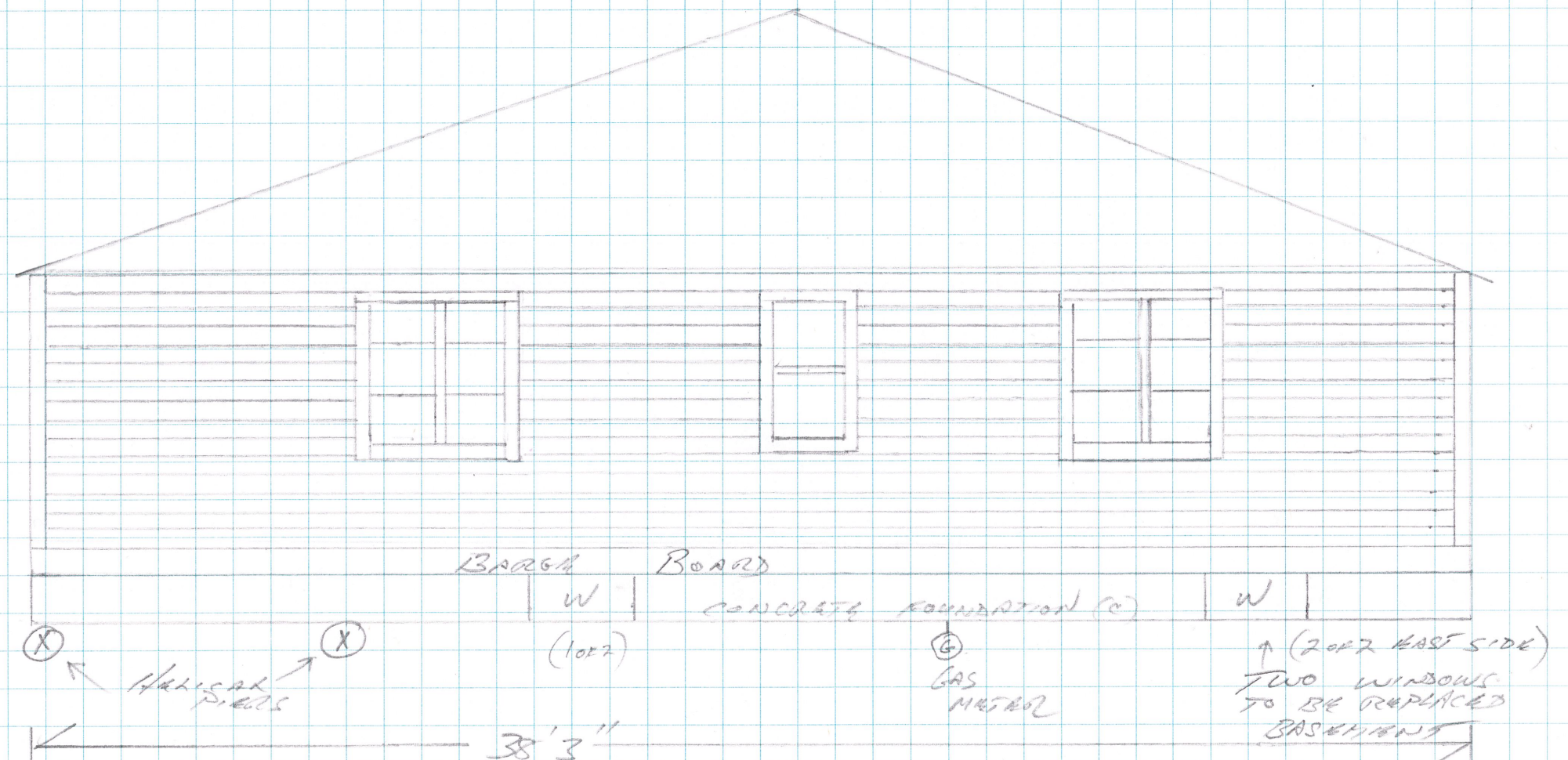
34'3" 42'1"

22'

12'3"

19'4"

929 PARKVIEW STREET
EAST SIDE
THE MADONNA HOMETREAS

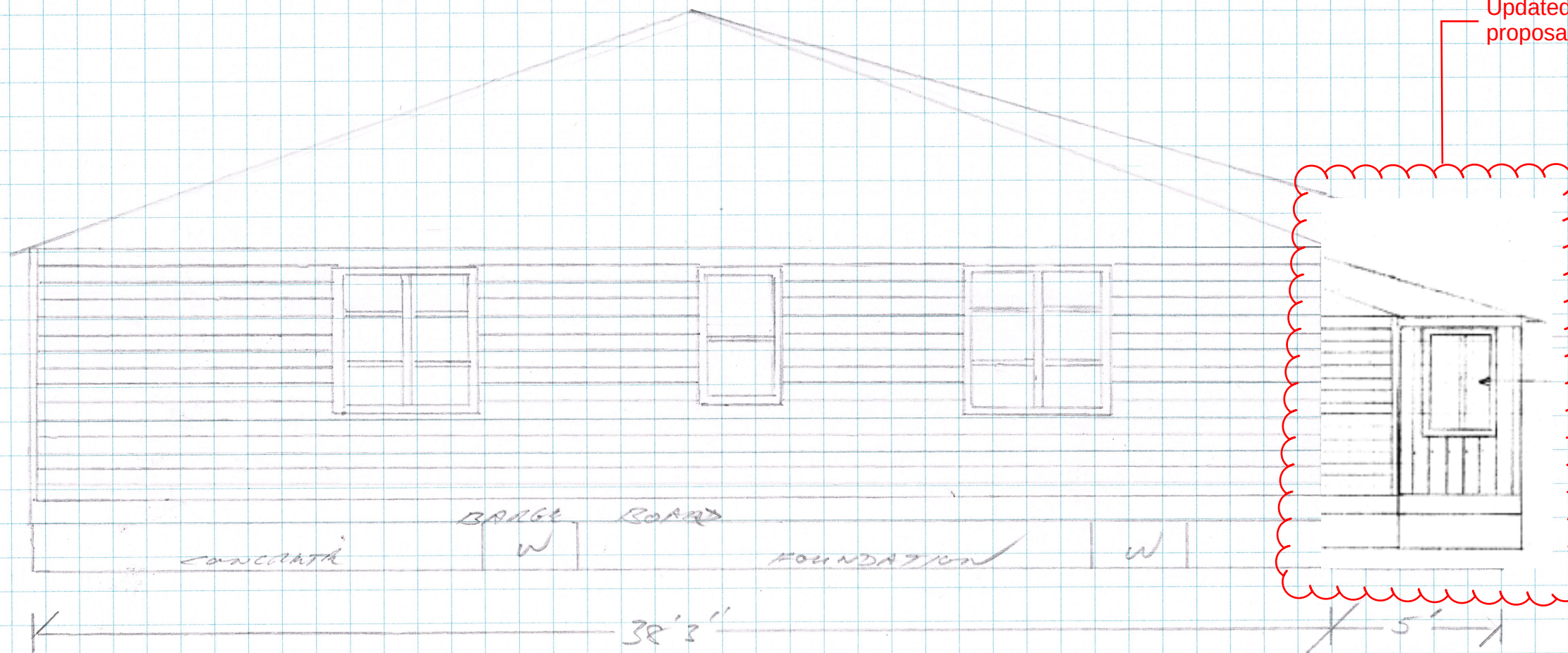


10'
SCALE 1/8" = 1'

THE MASONNA HOMESTEAD

929 PARKVIEW STREET
EAST SIDE
THE MADONNA HOME
(PROPOSED ADDITION)
FUTURE DATE?

10"
SCALE $\frac{1}{4}" = 1'$



Updated siding
proposal

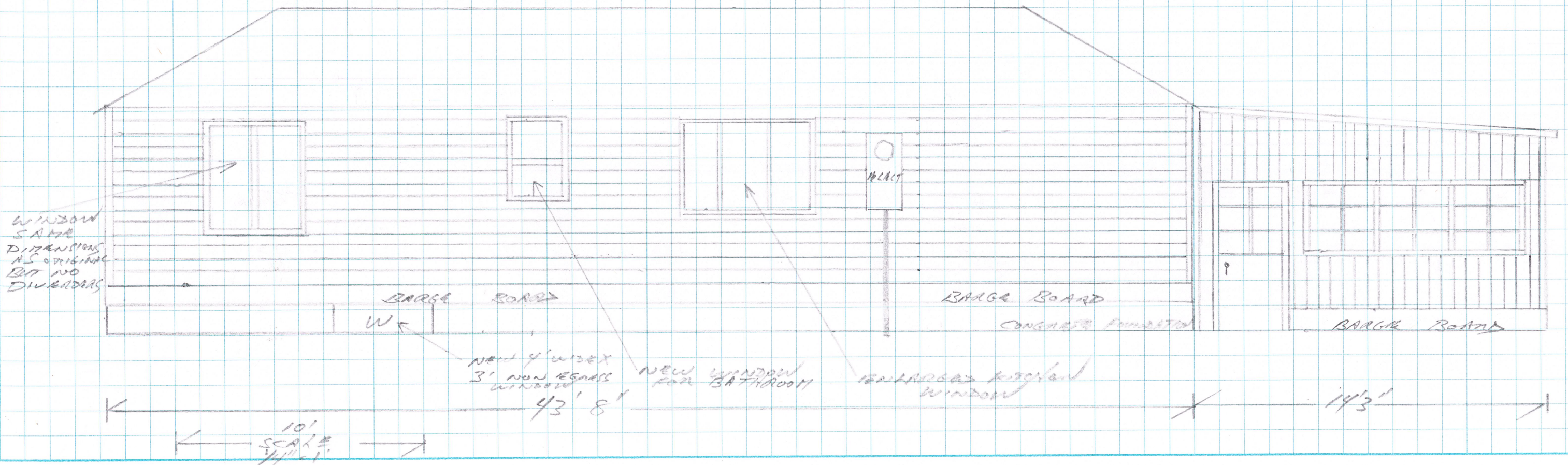
PROPOSED 5'
ADDITION w/ EXTENSION
OF HIP ROOF LONG
SIDE

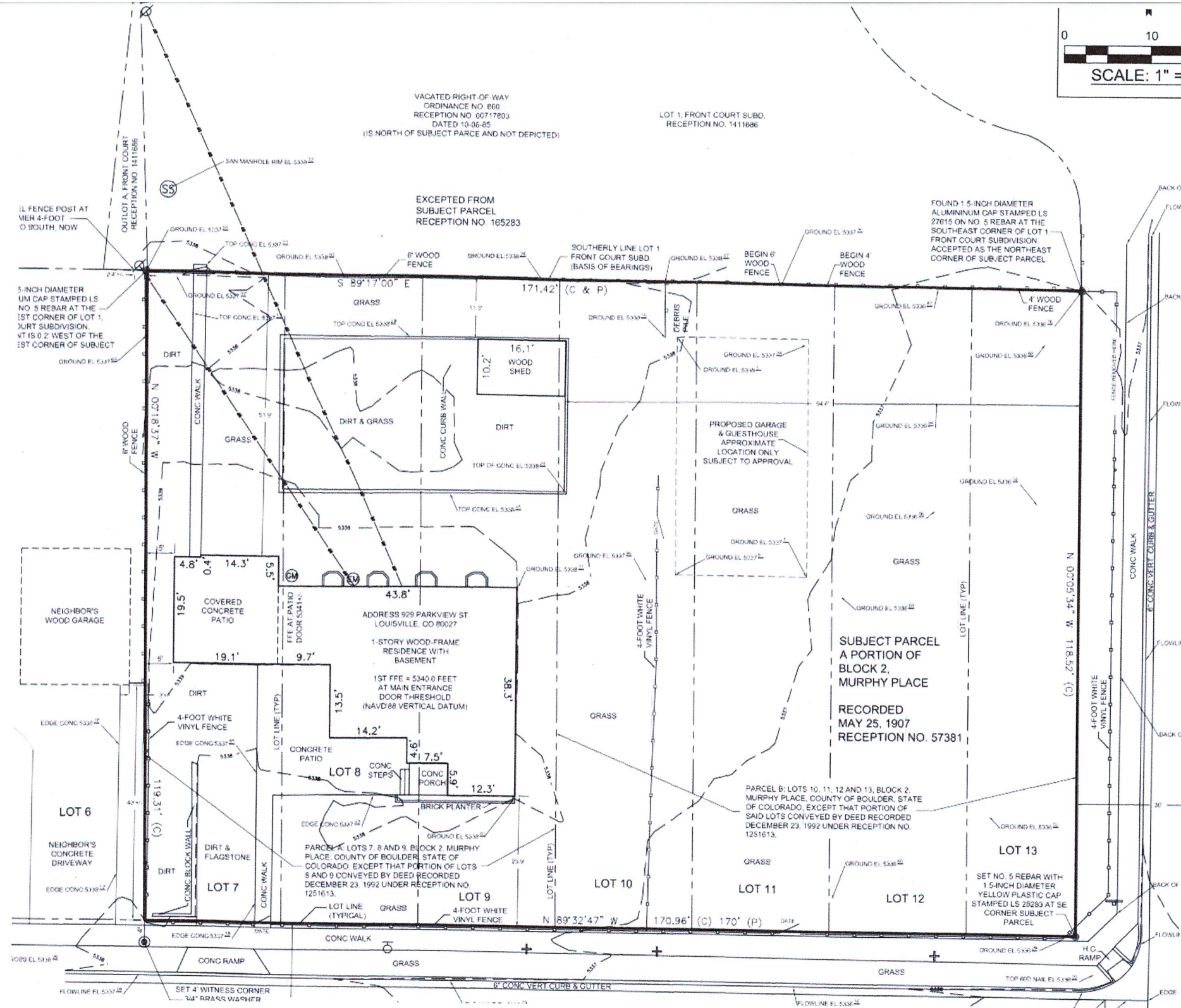
WINDOW w/ DIVIDERS
TO SHOW DISTINCTION
OF ADDITION

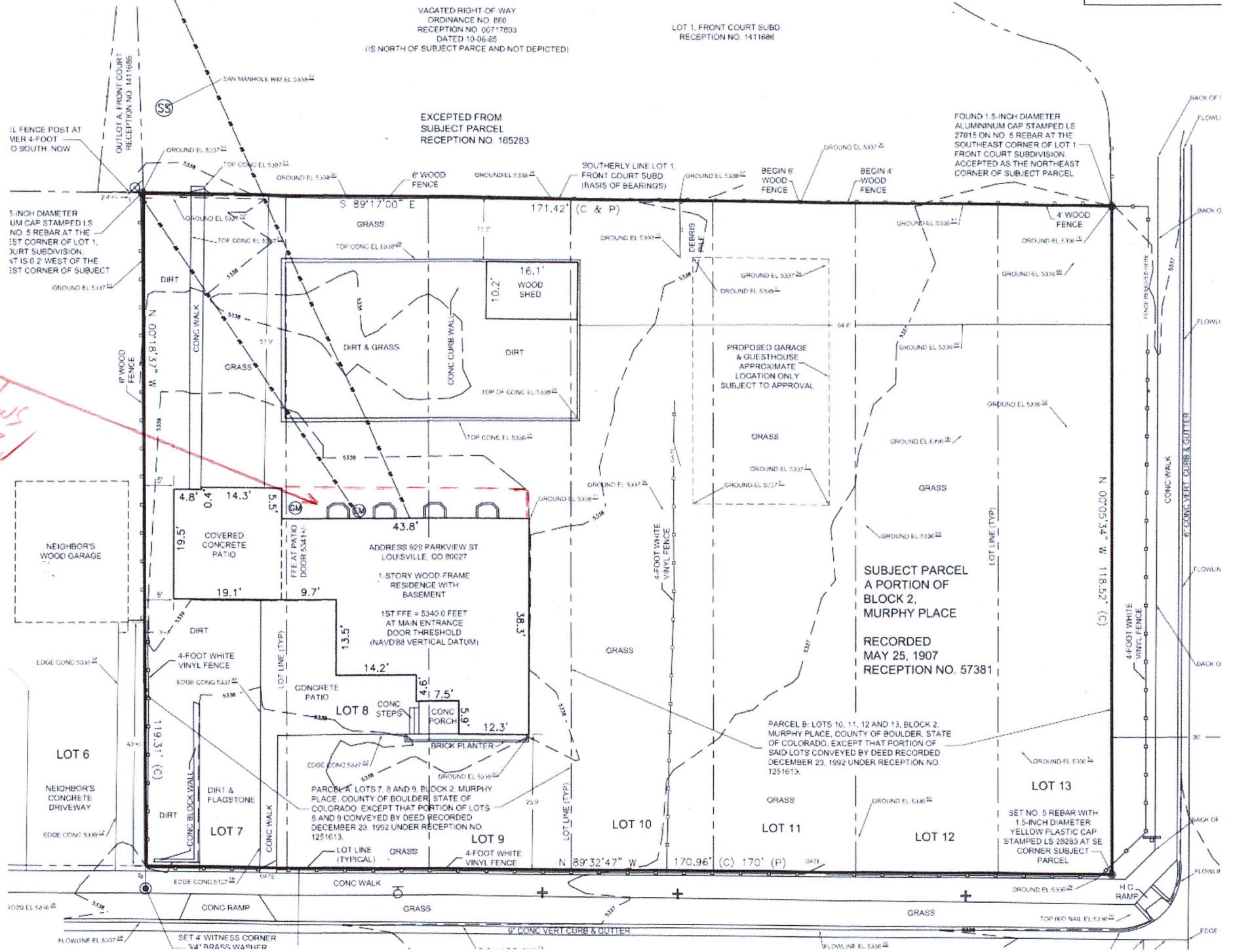
929 PARKVIEW STREET
NORTH VIEW PROPOSED
ADDITION

THE MASONNA HOMES

(PROPOSED ADDITION)
FUTURE DATA?

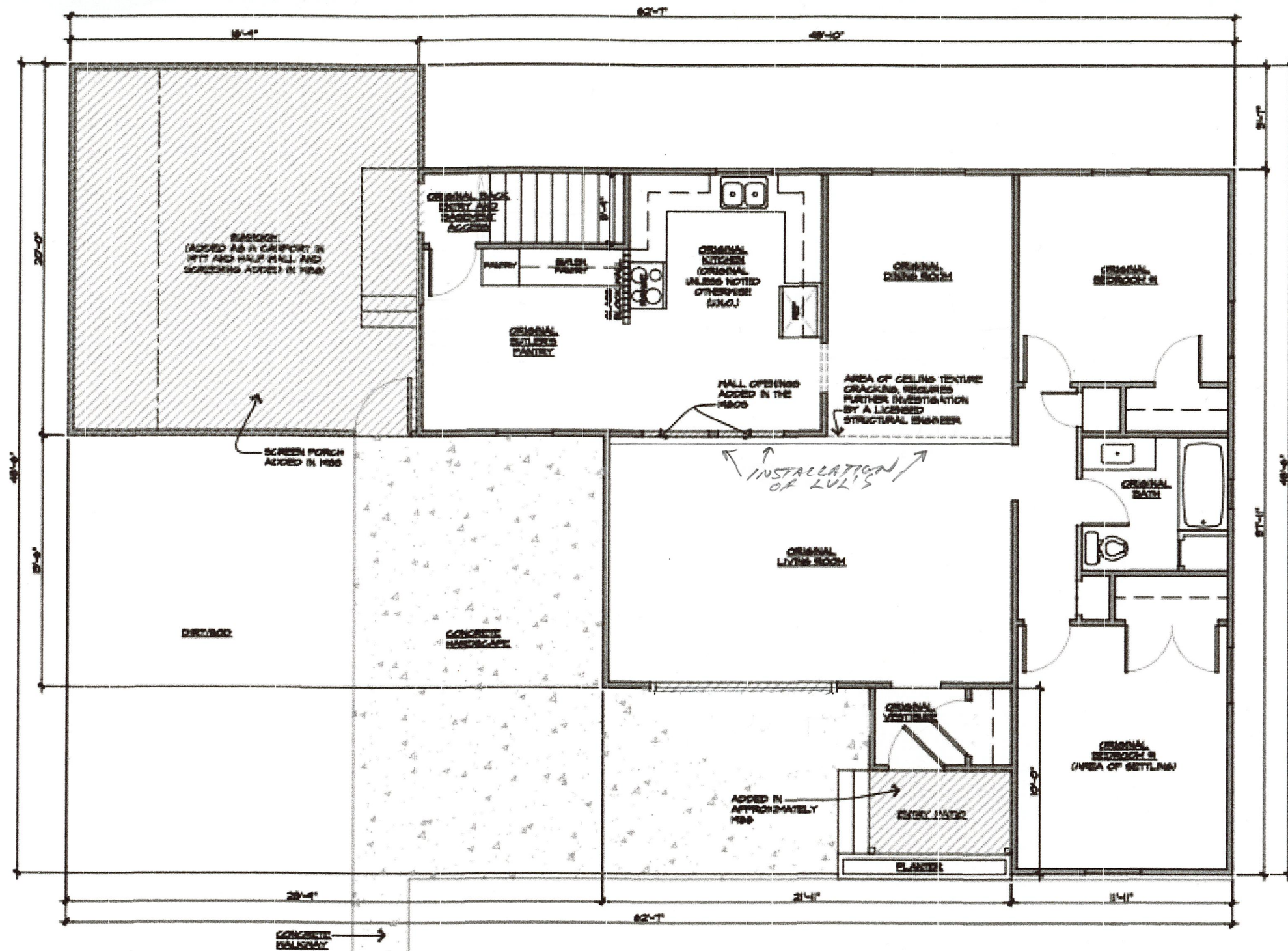




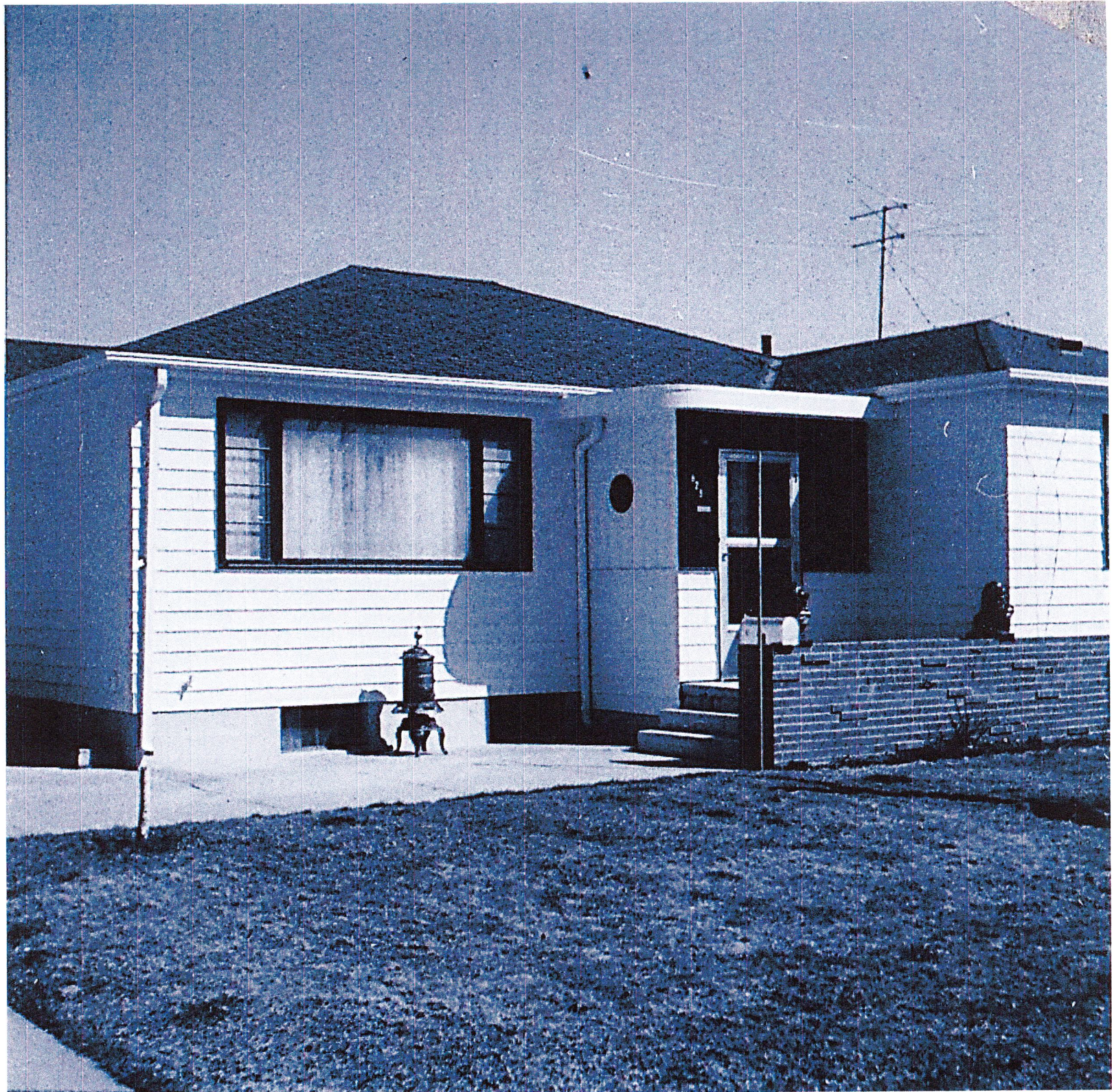


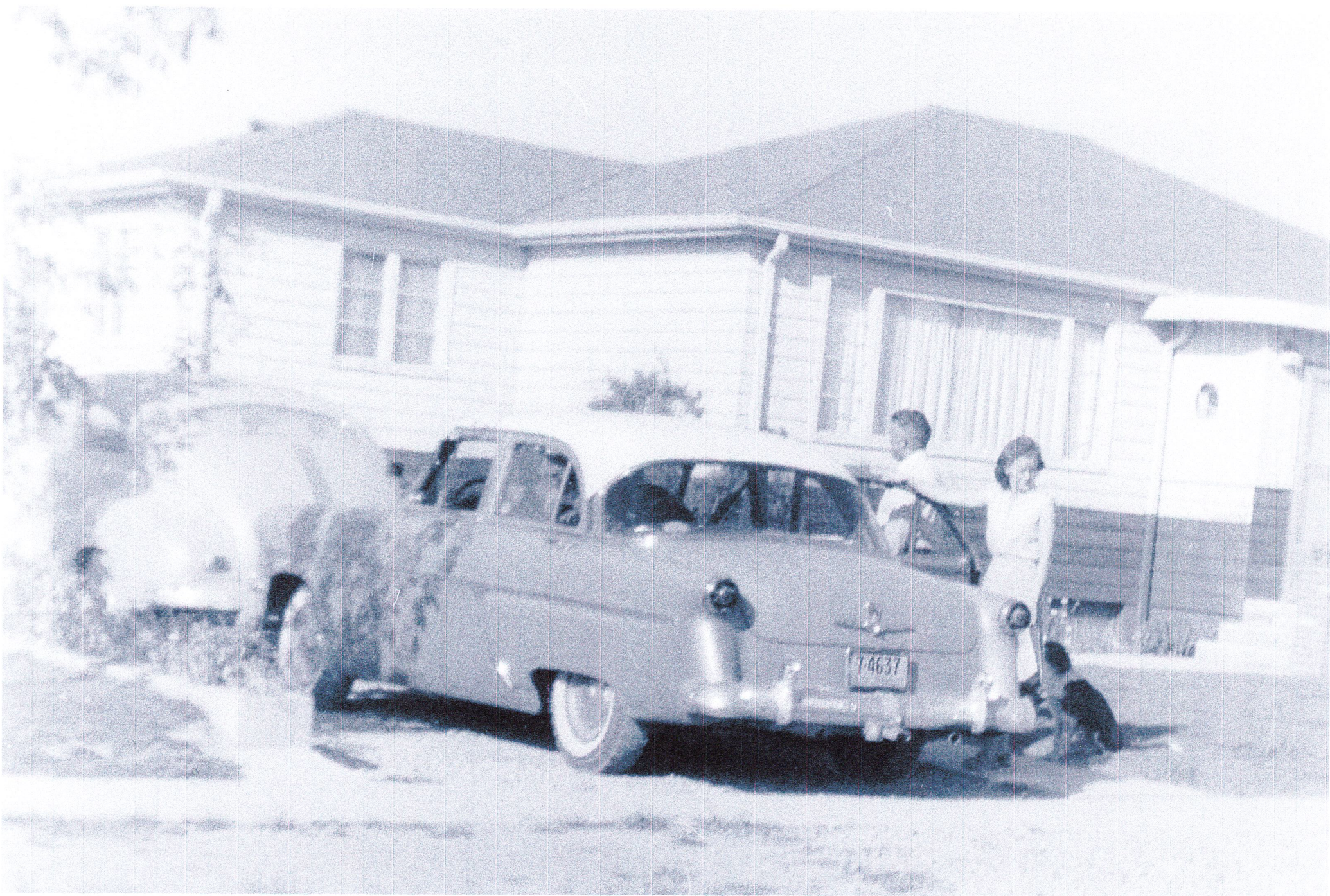
NAD
DOTTED
LINE SHOWS
PROPOSED
ADDITION

0000000000
 62'8"
 0000000000
 House



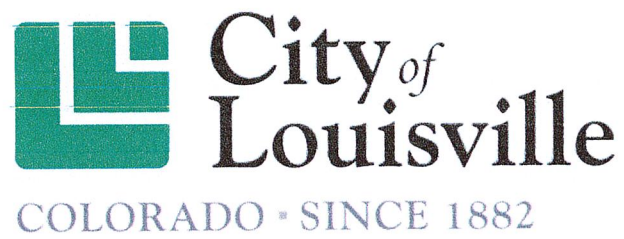
MAIN LEVEL FLOOR PLAN
SCALE: N.T.S.











Historic Preservation Fund

Grant and Loan Application and Information

(Revised June 2019)

Historic Preservation Application

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief but thorough. If you have any questions about the application or application process, please reach out to the Historic Preservation Planner.

TYPE(S) OF APPLICATION

- | | |
|---|---|
| ☐ Probable Cause Hearing/Historic Structure Assessment | ☒ Historic Preservation Fund Loan |
| ☒ Landmark Designation | ☒ Landmark Alteration Certificate |
| ☒ Historic Preservation Fund Grant | ☐ Demolition Review |
| | ☐ Other: _____ |

1. OWNER/APPLICANT INFORMATION

Owner or Organization

Name(s): Gordon Madonna
Mailing Address: 733 Garfield Ave, Louisville, CO 80027
Telephone: 720-998-5361
Email: gordonmad@icloud.com

Applicant/Contact Person (if different than owner)

Name: Same
Company: _____
Mailing Address: _____
Telephone: _____
Email: _____

2. PROPERTY INFORMATION

Address: 929 Parkview Street
Legal Description: Lots 7-13 Blk 2 Murphy Place Less NLY 532 sq Ft.....
Parcel Number: 157508450002 Year of construction (if known): 1949-1952
Landmark Name and Resolution (if applicable): The Madonna Homestead
Primary Use of Property: Residence

3. REQUEST SUMMARY

Request Historic Preservation matching funds and grant to return residence to
it's original view as close as possible.

4. PROJECT DESCRIPTION (Please do not exceed space provided below.)

a. Provide a brief description of the proposed scope of work.
Return the residence to it's original (as close as possible) look.

b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.

Work will commence by the Madonna family, which includes myself Gordon Madonna (son to original owners), Gail Madonna-wife, Mark Madonna our son, and Kristine Madonna our daughter and her husband Derek Coffey. This will be in keeping with building and maintaining the residence by the family.

Work will commence with installation of the helical peers, removal and installation of the basement egress windows, replacement and undergrounding of the electrical supply and distribution system, relocation of gas supply and meter, removal of front entry deck, renmoval of current siding and return to original style of materials.

c. Explain why the project needs historic preservation funds. Include a description of community support and/or community benefits, if any.

(As previously written By Bridget Bacon: "929 Parview is a good example of the minimal Ranch popularized in America post-WWII. It exhibits many of the character defining features of the style, much of which has remained unaltered since the home was built in 1952, other than some aesthetic chages to the cladding on the exterior elevations of the home." "The house has extremely strong associations with the current owners of the property still of the lineage of the Madonna Family. The original owners have ties to Louisville's coal mining heritage as well as to Louisville's Italian immigrant community. Additionally, a former owner of the property, Joe Madonna, has ties to many of Louisville's commercial heritage")

5. DESCRIPTION OF REHABILITATION *(Attach additional pages as necessary.)*

Name of Architectural Feature:

Describe feature and its condition: The ranchette is distinguished from the ranch style popular in this time period by its omission of an attached garage. This particular home added an art deco entry roof feature also popular in this time period, the marriage of the two styles adds to the special historic significance of this home.	Describe proposed work on feature: Return to the original art deco roof.
--	---

Name of Architectural Feature:

Describe feature and its condition: See attached for further details	Describe proposed work on feature:
---	------------------------------------

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
-------------------------------------	------------------------------------

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
-------------------------------------	------------------------------------

6. COST ESTIMATE OF PROPOSED WORK

Please provide a budget that includes accurate estimated costs of your project. Include an **itemized breakdown** of work to be funded by the incentives and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary.

Type of Incentive: ☒ GRANT ☒ LOAN ☒ BOTH

Feature	Proposed Work to be Funded	Fund Request	Match (M)	Total
A.	Installation of 5 Helical Piers to support crawl space foundation	\$7,774.00	\$7,774.00	\$15,549.00
B.	LVL Structural Beams	\$1,500.00	\$1,500.00	\$3,000.00
C.	Remove and replace siding	\$5,000.00	\$5,000.00	\$1,0000.00
D.	Remove Entry Deck & Restore	\$3,500.00	\$3,500.00	\$7,000.00
E.	Remove stucco siding and replace on Sunroom (Patio)	\$5,000.00	\$5,000.00	\$10,000.00
F.	Replace widows	\$20,000.00	\$20,000.00	\$40,000.00
G.	Egress basement windows	\$4,200.00	\$4,200.00	\$8,400.00
H.	Gutter replacement	\$5,000.00	\$5,000.00	\$1,0000.00
I.	Sod replacement	\$1,000.00	\$1,000.00	\$2,000.00
J.		\$	\$	\$
K.		\$	\$	\$
	Total Proposed Work	\$51,274.50,	\$51,274.50	\$102,549.00

For loan requests, indicate total loan request here:	\$40,000.00
--	------------------------

Updated applicant loan request:
half of project expenses shown above

If partial incentive funding were awarded, would you complete your project? ☐ YES ☒ NO

7. ADDITIONAL MATERIALS REQUIRED

The following items must be submitted along with this application:

- ☐ One set of photographs for each feature as described in Item 4 "Description of Rehabilitation". Digital is preferred.
- ☐ A construction bid if one has been completed for your project (recommended).
- ☐ Working or scaled drawings, spec sheets, or materials of the proposed work, if applicable to your project.

8. ASSURANCES

The Applicant hereby agrees and acknowledges that:

- A. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.
- B. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.
- C. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.
- D. All work approved for grant funding must be completed even if only partially funded through this incentives program.
- E. Unless the conditions of approval otherwise provide, disbursement of grant or rebate funds will occur after completion of the project.
- F. The incentive funds may be considered taxable income and Applicant should consult a tax professional if he or she has questions.
- G. If this has not already occurred, Applicant will submit an application to landmark the property to the Historic Preservation Commission. If landmarking is not possible for whatever reason, Applicant will enter into a preservation easement agreement with the City of Louisville. Any destruction or obscuring of the visibility of projects funded by this grant program may result in the City seeking reimbursement.
- H. The Historic Preservation Fund was approved by the voters and City Council of Louisville for the purpose of retaining the city's historic character, so all work completed with these funds should remain visible to the public.

Signature of Applicant/Owner

Date

Signature of Applicant/Owner

Date

The original Historic Preservation Fund Assessment was completed and submitted in December of 2022. This assessment was completed by Amanda Fox under the guidance of Mark Markley, Markley Designs. The follow is excerpts from that report with the proposed remedies and cost estimates. The cost estimates are fluid in nature as material costs and availability are spiraling out of control. The estimates are good faith estimates based on current costs encountered during current construction. Most of the work, whenever possible and feasible, will be completed by the owner (son of original owner), my wife, my son, my daughter, and my son-n-law. This will entail three generations of Madonna's involved in building and preserving this residence.

5.0 PRESERVATION PLAN 5.1 Prioritized Work (From Historic Preservation Grant assessment by Markley Designs)

It is recommended that work be addressed in the following order and/or addressed in one singular phase:

1. Structural Issues - minor deficiency: the settling southeast corner of the house and the cracking in the walls and ceiling between the dining and living rooms are of the highest priority. The substantial cracking in the walls and ceiling are an indication of a structural issue.

Remedy: A subcontractor will be brought in to install a total of five helical peers. Two peers will be added to the East side of the house under the footings and two will be added to the South side (front bedroom) to bring the foundation back up to level. This part of the house is a crawl space and has recessed approximately 1 ½ inches resulting in the cracks seen inside the bedroom corner and the living room. In addition, one peer will be placed under the Brick planter that is in the front but not attached to the house by wall anchors. Two structural LVL beams will be added. One to the living room/kitchen main bearing wall and one between the dining room/living room ceiling.

Proposed contract costs: \$18,549.00.
(\$15,549.00 for helical peers and estimated \$3,000.00 for LVL's)

See amendment A & B

2. Regrading - minor deficiency: it is recommended that dirt be brought in to regrade around the entire perimeter of the house to provide positive drainage away from the house per code requirements.

Remedy: During construction of garage, excess dirt was used to regrade the North and East side of the residence to provide proper drainage away from the structure.

Proposed cost: \$3,000.00 has already been paid.

3. Brick Planter - minor deficiency: It is recommended that the base of the planter in front of the entry deck enclosure be jacked up, the subsoil compacted, and pea gravel added, and the brick planter reset.

Remedy: A helical peer to be placed under planter to bring back to grade and provide support. With pea gravel added as needed.

Proposed cost: Included in item #1.

4. Stucco Paneling - not deficient but historically significant: the removal of the stucco, stained wood stucco trim and sunroom lattice and replacement with 6" reveal lap siding to represent the original home design more closely is of the next most important recommended work. This is not considered to be a deficiency but is important to bring the home closer to its original architectural context.

Remedy: Removal of all siding and trim. Replacement with a fiber cement, wood grained clapboard, 6" overlap to match the original red wood clapboard. (Redwood siding is no longer available and is to be considered a poor choice as it is not conducive to retention of the finish paint, nor is it fire resistant considering recent fire events in the city).

Proposed cost: \$10,000.00.

5. Entry Deck Enclosure - not deficient but historically significant: it is recommended that the revisions be taken listed in the earlier Condition Assessment section including removing the lattice, trimming out the posts, removed the green carpet and repairing the substrate as needed. Provide new tile like original if repair is needed.

Remedy: Removal of Entry Deck Enclosure and restoration of the original Art Deco Roof.

Proposed cost: \$7,000.

6. Sunroom(Patio) - not deficient but historically significant: per the Condition Assessment recommendation, it is recommended that the stucco panels and fiberboard siding be removed around the sunroom perimeter and replaced with 6" reveal lap siding. It is also recommended that the stained lattice and chicken wire screening around the mid portion be removed and replaced with traditional screening. The vertical screening supports are recommended to be replaced as needed due to damage or if in good condition painted to match the new lap siding color. It is recommended that any deteriorated brick flooring grout be replaced with new that matches the existing.

Remedy: Removal of imitation stucco panels and replacement with a fiber cement, wood grained clapboard, 6" overlap to match the original red wood clapboard to match the main house. The vertical screening supports will be replaced and painted. The chicken wire screening will be replaced with custom built summer style windows with screening and acrylic panels for fall and winter isolation of the patio from weather.

Proposed cost: \$10,000.00.

7. Windows-not deficient but historically significant: (Not in original assessment)

Remedy: In order to return the structure to as close as possible to its original look, the windows will need to be replaced. The current windows were added in the 1980's, and are single pane, wood frame, and quite drafty. Current building codes are now mandating .25uf rated windows. The windows will be replaced by triple pane (if available), black framed fiberglass or vinyl to match the original look of the windows when first built. The front bay window will also be

removed and replaced with a tripled pane (if available), black framed fiberglass or vinyl to match the original look of the windows when first built. The original window had a large glass pane with operable windows on left and right sides for ventilation.

Proposed cost: \$40,000.00.

Egress windows-not deficient but historically significant: (Not in original assessment). The two basement windows under the large window in the front of the house need to be replaced with egress style windows to allow use of the basement for bedrooms. Currently the house has only two bedrooms and the basement has been used for sleeping quarters as needed. Current city codes mandate the egress windows as a safety factor.

Proposed cost: \$8,400.00. See attachment C.

Replacement of basement windows. The basement windows are of the old steel metal, single pane, hinged at bottom type that are rusting and inoperable. These windows are not energy efficient and require replacement to bring up to current code requirements. Replacement (4) will be of a vinyl or fiberglass type sliding window of same or close to same size. Two of the front windows are covered under the Egress window replacement and the three on the North side are accounted for under the addition portion.

Proposed cost: \$1500.00.

8. Gutters-not deficient but historically significant: (Not in original assessment)

Remedy: In order to return the house to its original look after removal of the Entry Deck Enclosure, the gutters will have to be replaced. The original gutter and downspout arrangements will be returned.

Proposed cost: \$10,000.00.

9. Additions - not deficient or historically significant: The bedroom and entry additions are the final priority in work recommendation. This item is not considered to be a deficiency by definition or needed for historical context, it is a homeowner priority to increase the functionality of the space.

Remedy: It is proposed that possibly in the future the north part of the house may be extended five feet to the North to bring it into alignment with the edge of the patio. The purpose is to provide the ability to enlarge the kitchen, relocating the stairs and add a bathroom to the main level. A footing, foundation and exterior wall would be added. Since this is on the North side of the house it will not be readily seen from Parkview Street. Additionally, it will not be readily seen from Front Street as the new garage blocks most of the view. This also allows, under grading and subsequently bringing the electrical system up to code. (See attached floor plans and elevations.

Proposed cost: \$40,000.00.

8. Sod - not (structurally) deficient or historically significant: It is recommended that sod be provided throughout the property or at a minimum within the first 20' of any side of the house (except where the property line is on the west side).

Remedy: Current water concerns, drought, etc. do not justify replacing the sod. An alternative remedy is to plant a mixture of flowers and clover to reduce the amount of irrigation needed.

Proposed cost: \$2,000.00.

9. Rear Curb Edging and Patio - not (structurally) deficient or historically significant: it is recommended that where the rear curb edging is deteriorated, and the entire patio be removed and replaced or as desired by client with new in its place.

Remedy: Part of the concrete, underneath the main front window, is to be removed to allow installation of the egress windows. This also returns the area into partial flower beds as shown with the original house pictures. The curb edging has already been removed. No other portion of the patio is to be removed.

Proposed cost: \$0.00 as it is included in the cost of the egress windows.

5.2 Phasing Plan

It is recommended that phasing be in the following order:

Phase 1: Detached 3-Car Garage - currently under construction with approved permit.
(Currently being completed)

Phase 2: The south bedroom settling issue be addressed per structural engineer suggestions. Repair settlement of the roof between the dining and living rooms. Windows and siding be replaced with new windows as needed and lap siding similar to the original clapboard siding. Replace electrical panel and underground main line to alley. Planter - repair grout and settling.

Phase 3: Addition to be added sometime in the future.

Denver
4686 Ivy Street
Denver, CO 80216
(303) 395-9156



CONTRACT

Licensed Contractor

Date

3/2/2023

Customer

Gordon Madonna

Phone (Work or Home)

Home: (303) 665-6376, Mobile: (720) 998-5361

Project Location

929 Parkview Street Louisville, CO 80027

E-mail

gordonmad@icloud.com

PROPOSED PRODUCTS

	QTY
SettleStop Helical Pier	5.0
Excavation 0-4' - Hand Dig	5.0
Engineering D	1.0
Permit Package A	1.0
Utilities Protection	1.0
1 Year Annual Service Plan	1.0
Subtotal	\$17,167.35
Discount	\$1,716.74
Fuel Surcharge	\$99.00
Contract Price	\$15,549.62

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks Colorado, LLC (the "Contractor").

X_____ Customer is responsible for removing all personal items from the work area.

X_____ A full perimeter drainage system with sump pump was recommended.

X_____ Customer assumes responsibility for damages to hidden or unmarked utility lines.

X_____ Customer is aware of warranty and all addenda.

X_____ Stabilization is warranted. Contractor can attempt to lift at Customer's request.

X_____ Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed..

Customer

Contractor

X_____

X_____

X_____

Date 3/2/2023

Date 3/2/2023

Product Specifications

SettleStop Helical Pier

Install Foundation Helical Pier(s) to stabilize and protect foundation from further vertical settlement. Customer understands contractor guarantees permanent stabilization of the treated area, however contractor does not guarantee lift, exact levelness, or crack closure due to unforeseen environmental or structural factors that may prevent it. Contractor can attempt Lift at the customers request. Lift is not guaranteed, but stabilization is. Final locations subject to change or adjustment depending on job site conditions. Final location of the piers subject to change. Helical Piers come with a LIFETIME TRANSFERRABLE WARRANTY. See warranty section for full details. Any obstructions or vegetation are the responsibility of the customer unless otherwise specified in this contract. Contractor will take care to remove the vegetation but is not responsible for the life of the vegetation in the work area. Customer understands that if additional soil and/or seed is required, this will be the responsibility of the Customer.

Excavation 0-4' - Hand Dig

Excavate the work area to expose the foundation wall.

Engineering D

Engineering package includes all administration duties, engineering documentation and fees associated with project.

Permit Package A

Permit package includes all administration duties and permit fees associated with project.

Utilities Protection

Utilities protection will cover repairs to private utilities damaged during installation (cable, sprinklers, private water lines, private electric lines etc). Repairs limited to damaged area and do not include full line replacement.

1 Year Annual Service Plan

One year of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

Contractor Agrees to

- Attempt to lift the foundation, but is not responsible for cosmetic damages that may occur - Attempt to straighten the foundation wall(s). Stabilization is guaranteed and all attempts will be made to correct walls.

Customer agrees to

- Move all personal items at least 10 feet from the work area.

Terms and Conditions

1. **Services.** Groundworks Colorado, LLC d/b/a Groundworks Colorado, is a specialty contractor licensed in residential building, commercial building, masonry, concrete, commercial improvement, and/or home improvement, as required by individual municipalities. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.** Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for the arbitration. If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
 - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
 - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
 - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
 - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
 - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer

Contractor Groundworks Colorado, LLC

Name: X _____

Name: X _____

By: Gordon Madonna _____

By: Lucas Farland _____

Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$200 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractors DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

Date of Transaction: X _____

You may CANCEL this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within **10 BUSINESS DAYS** following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

Groundworks Colorado, LLC at 4686 Ivy Street , Denver, CO 80216

NOT LATER THAN MIDNIGHT OF X _____ (Date).

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Customer's signature) _____

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	\$15,549.62
Deposit	\$4,664.88
Due Upon Completion	\$10,884.73

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account # _____

X _____ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X _____ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL. If this Contract was solicited at Customer's residence, and Customer does not want the goods or services, Customer has the right to cancel the Contract by mailing or delivering a notice to Contractor. The notice of cancellation need not be of a particular form and is sufficient if it indicates by any form of written expression the intention of Customer to not be bound by the Contract. The notice must be mailed or delivered by midnight of the third business day after the day on which Customer signed the Contract. The notice must be mailed or delivered to: Groundworks Colorado, LLC at 4686 Ivy Street , Denver, CO 80216. If Customer cancels a home solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X _____

X _____

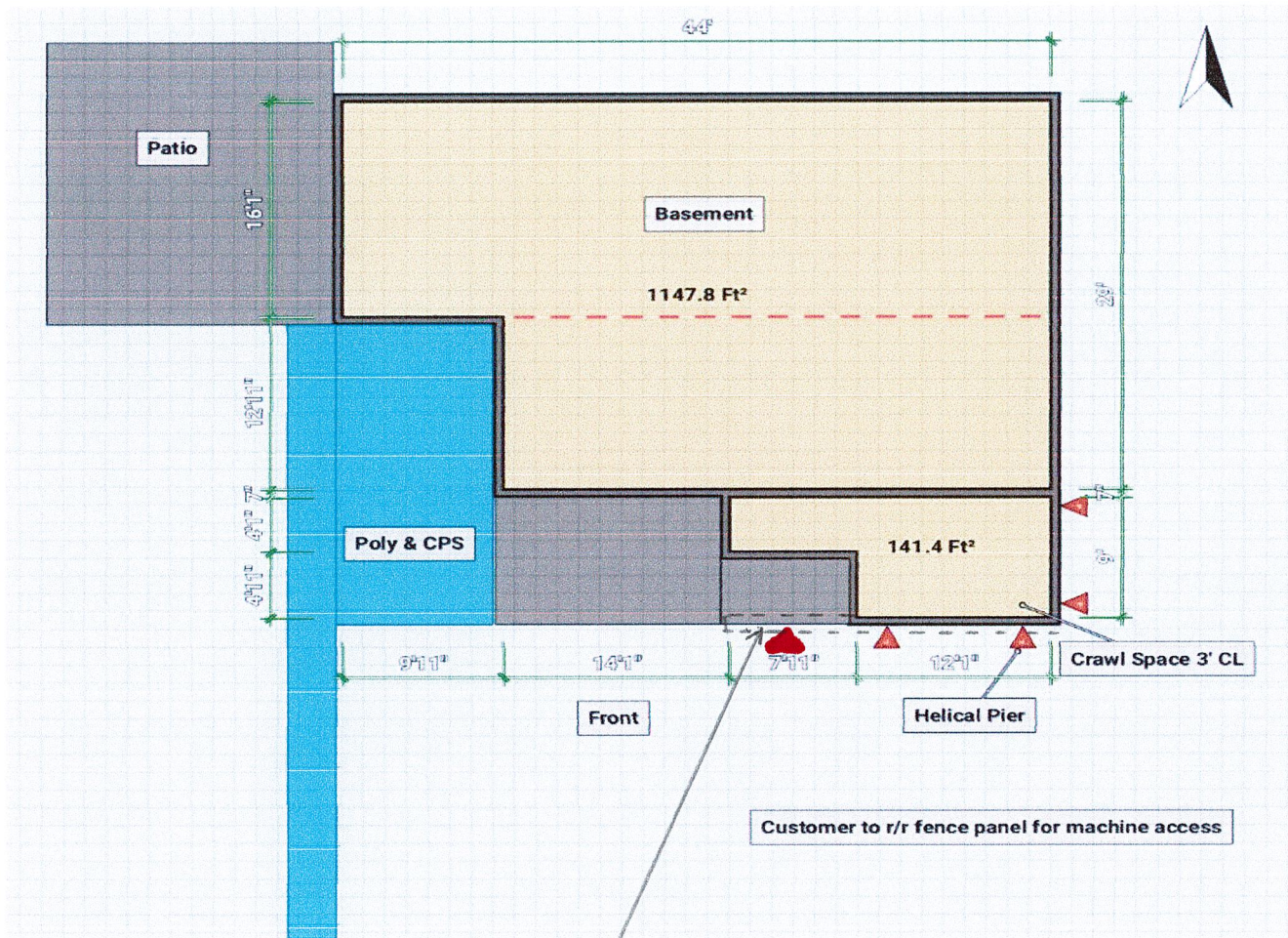
X _____

Date _____ 3/2/2023

Date _____ 3/2/2023

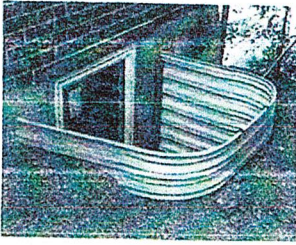
AMENDMENT B

DRAWING



BRICK PLANTER -
ADD HELICAL PIER
TO SUPPORT

AMENDMENT C



A-Z BASEMENTS

Egress Windows &

Window Well Replacement

phone: 720-404-8380 • email: atozbasements@msn.com
atozinegresswindows.com

NO. _____

Date 03-07-2023

PROPOSAL

PROPOSAL SUBMITTED TO:

Name Gordon Madboune
Street 929 Parkview st
City Louisville
State CO 80027
Phone 720 998 5361

WORK TO BE PERFORMED AT:

gordonmadboune.com
Street _____
City _____ State _____
Date of Plans _____
Architect _____

Payment types: _____ Cash _____ Check _____ Credit Card (with an additional fee)

We hereby propose to furnish the materials and perform the labor necessary for the completion of 2

Egress window 30x48 Install Included
Hand digging x Concrete Sawing hauling away dirt and
Concrete

Finish outside trim

Install New Swing in window & New Pressure Treated Sill

New metal well ladder and gate

Labor and material are Included on price

\$ 4200 each x 2 = \$ 8400

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Eight thousand four hundred Dollars (\$ 8,400)

Any alterations or deviations from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability insurance on above work to be taken out by A-Z Basements.

Respectfully submitted Alexandro

Per AtoZ Basement

Note: This proposal may be withdrawn by us if not
accepted within 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date 03-07-2023

Signature Tender Nieto

From: Brandon Oasheim brandon@frsg.net
Subject: Gutter Estimates 929 Parkview St. Louisville
Date: March 20, 2023 at 16:15
To: Gordon Madonna gordonmad@icloud.com

BO

We promise to furnish all labor and material to install your job in accordance with local area codes. All material will be 26 gauge steel with a pre-finished baked on enamel paint, color will be of choice from standard stock material.

We provide a 2 year workmanship warranty

Manufacturer provides a 35 year limited finish warranty

We are currently scheduling 1-2 weeks out

> Existing Remodel:

We will install new 5" K-style gutters and 2x3 downspouts at all eaves, new radius entry area will have segmented sections around 12". Installation will be the same as the above stated.

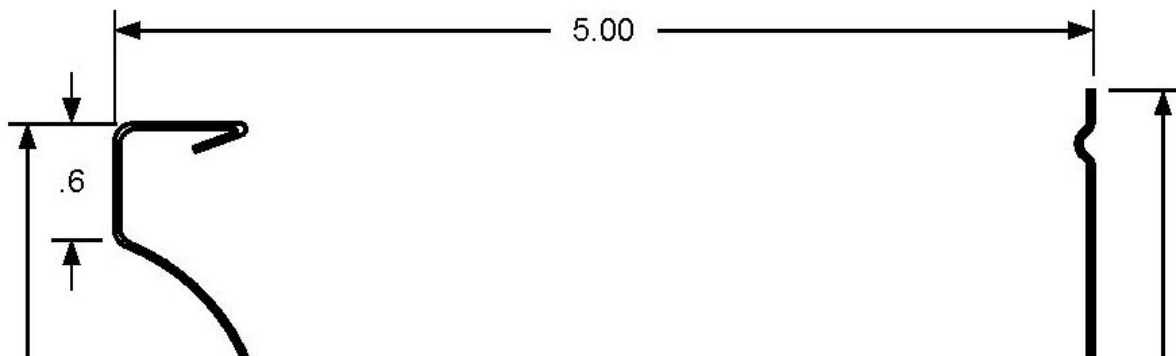
Total \$2,365.00

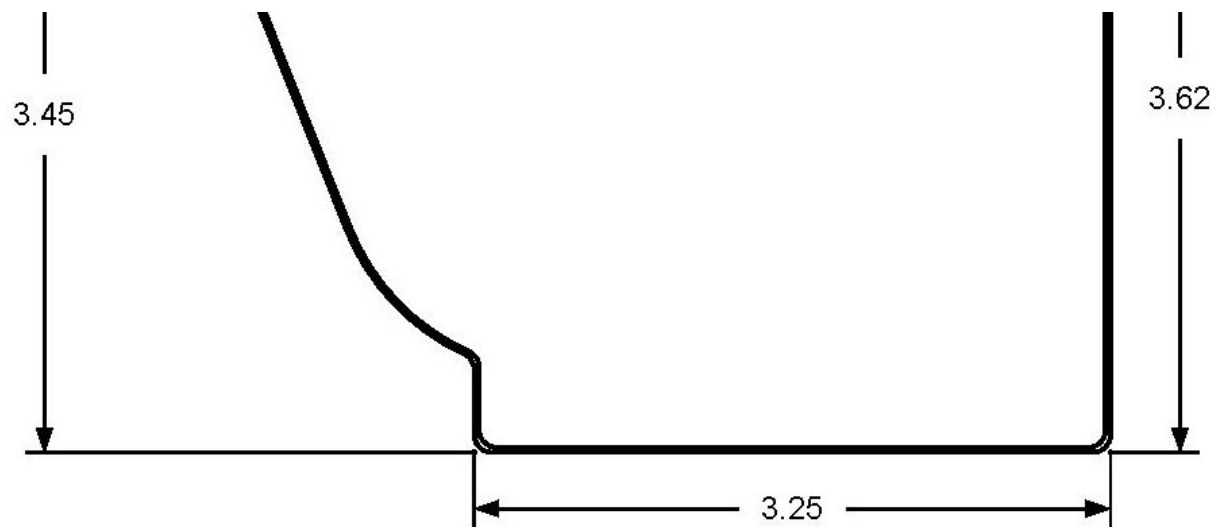
For larger 3x4 downspouts to help with debris ADD \$127.00

Let me know if you have questions,
Thank you,
Brandon Oasheim
Estimator/ PM

Front Range Seamless Gutters
3769 Puritan way
Frederick, Co. 80516
303-828-3936 Office
303-828-9841 Fax
<http://www.frsg.net>

Please note any payments made by credit card will be subject to a 3% processing fee.

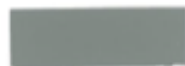




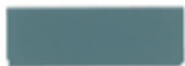
Standard Stock
Colors for
Prepainted Steel



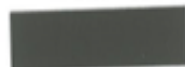
White = 01



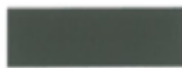
Old Town Gray = 06



GS Blue = 08



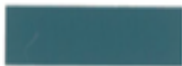
Royal Brown = 05



Musket = 04



Storm Gray = 07



Tahoe Blue = 09



Raffia Beige = 12

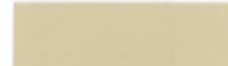
Steel Gutter Colors



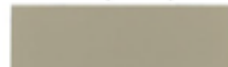
COATED METALS GROUP™



Bone White



Antique Ivory



Almond

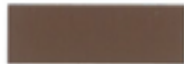


Pebble Clay





Leaf Green = 14



Colonial Red = 18



Beaver Brown = 40



Slate Blue = 45



Forest Green = 15



Black = 19



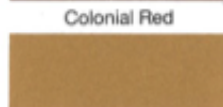
Pebblestone Clay = 42



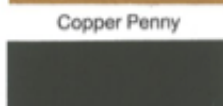
Sierra Tan = 45



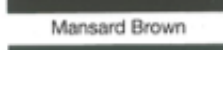
Sierra Tan



Colonial Red



Copper Penny



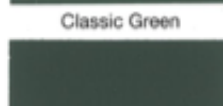
Mansard Brown



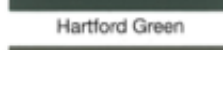
Slate Blue



Slate Gray



Classic Green



Hartford Green