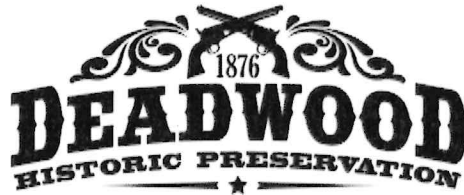


OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 578-2084



**FOR OFFICE USE ONLY**

Case No. \_\_\_\_\_  
☐ Project Approval  
☐ Certificate of Appropriateness  
Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date of Hearing \_\_\_\_/\_\_\_\_/\_\_\_\_

## City of Deadwood Application for Project Approval OR Certificate of Appropriateness

The Deadwood Historic Preservation Commission reviews all applications. Approval is issued for proposed work in keeping with City of Deadwood Ordinances & Guidelines, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation.

This application must be typed or printed in ink and submitted to:

City of Deadwood  
Deadwood Historic Preservation Office  
108 Sherman Street  
Deadwood, SD 57732

FOR INFORMATION REGARDING THIS FORM, CALL 605-578-2082

### PROPERTY INFORMATION

Property Address: 14 Harrison

Historic Name of Property (if known): \_\_\_\_\_

### APPLICANT INFORMATION

Applicant is: ☐ owner ☐ contractor ☐ architect ☐ consultant ☐ other \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractor's Name: Blackburn Foundation Repair

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### TYPE OF IMPROVEMENT

☐ Alteration (change to exterior)

☐ New Construction

☐ General Maintenance

☒ Other Foundation

☐ New Building

☐ Re-Roofing

☐ Siding

☐ Awning

☐ Addition

☐ Wood Repair

☐ Windows

☐ Sign

☐ Accessory Structure

☐ Exterior Painting

☐ Porch/Deck

☐ Fencing

<b>ACTIVITY:</b> (CHECK AS APPLICABLE)				
Project Start Date: _____		Project Completion Date (anticipated): _____		
<input type="checkbox"/> ALTERATION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
<input type="checkbox"/> ADDITION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> Residential <input type="checkbox"/> Other _____			
<input type="checkbox"/> ROOF	<input type="checkbox"/> New	<input type="checkbox"/> Re-roofing	<input type="checkbox"/> Material	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	<input type="checkbox"/> Alteration to roof
<input type="checkbox"/> GARAGE	<input type="checkbox"/> New	<input type="checkbox"/> Rehabilitation		
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
<input type="checkbox"/> FENCE/GATE	<input type="checkbox"/> New	<input type="checkbox"/> Replacement		
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Material _____ Style/type _____ Dimensions _____				
<input type="checkbox"/> WINDOWS	<input type="checkbox"/> STORM WINDOWS	<input type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS	
	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Material _____ Style/type _____				
<input type="checkbox"/> PORCH/DECK	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Note: Please provide detailed plans/drawings				
<input type="checkbox"/> SIGN/AWNING	<input type="checkbox"/> New	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	
Material _____ Style/type _____ Dimensions _____				
<input type="checkbox"/> OTHER – Describe in detail below or use attachments				

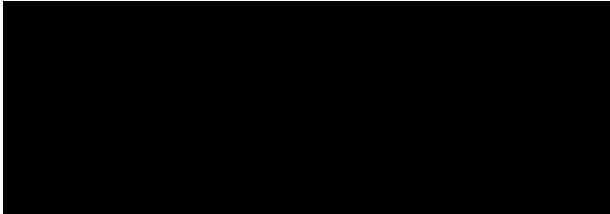
<b>DESCRIPTION OF ACTIVITY</b>
<p>Describe in detail, the above activity (use attachments if necessary including type of materials to be used) and submit as applicable. Descriptive materials such as photos and drawings are necessary to illustrate the work and to help the commissioners and staff evaluate the proposed changes. Information should be supplied for each element of the proposed work along with general drawings and/or photographs as appropriate.</p> <p>Failure to supply adequate documentation could result in delays in processing and denial of the request. Describe in detail below (add pages as necessary).</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <p style="font-size: 1.2em; margin: 0;">Timber, cement support, Smartjack 350,</p> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <p style="font-size: 1.2em; margin: 0;">Supplemental beam</p> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <p style="font-size: 1.2em; margin: 0;"> </p> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <p style="font-size: 1.2em; margin: 0;"> </p> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <p style="font-size: 1.2em; margin: 0;"> </p> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <p style="font-size: 1.2em; margin: 0;"> </p> </div>

## SIGNATURES

I **HEREBY CERTIFY** I understand this application will not be accepted and processed until all the requested information has been supplied. I realize drawings and measurements must be exact and if errors result in a violation of the Commission's approval, then appropriate changes will have to be made. I also understand this application may require a site visit / additional research by staff and a PUBLIC HEARING by the DEADWOOD HISTORIC PRESERVATION COMMISSION.

I understand this application is for a Certificate of Appropriateness or Project Approval only and that a building permit is required for any uses associated with this location prior to any constructions, alterations, etc. All statements are true to the best of my knowledge and belief.

I understand approval is issued for proposed work in keeping with City of Deadwood Ordinances, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation and copies are available for my review.



\_\_\_\_\_  
SIGNATURE OF AGENT(S)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AGENT(S)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF OWNER(S)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AGENT(S)

\_\_\_\_\_  
DATE

## APPLICATION DEADLINE

This form and all supporting documentation **MUST** arrive by 5:00 p.m. on the 1<sup>st</sup> or 3<sup>rd</sup> Wednesday of every month to be considered at the next Historic Preservation Commission Meeting. The meeting schedule and filing deadlines are on file with the Historic Preservation Office. Any information not provided to staff in advance of the meeting will not be considered by the Commission during their deliberation. Please call if you have any questions and staff will assist you.

**Please use the attached criteria checklist as a guide to completing the application.** Incomplete applications cannot be reviewed and will be returned to you for more information. All submitted materials will be retained by the Historic Preservation Office. Do not submit your only copy of any piece of documentation.

The City of Deadwood Historic Preservation Office has numerous resources available for your assistance upon request.

# Criteria Checklist for Project Approval OR Certificate of Appropriateness

## SUBMITTAL CRITERIA CHECKLIST

The documentation listed below will assist in the submission of the application. ***Not all information listed below is required for each project. In order to save time and effort, please consult with the Historic Preservation Office prior to completing your application.***

### ALL WORK:

- ☐ Photograph of house and existing conditions from all relevant sides.

### RENOVATIONS AND ADDITIONS:

- ☐ Elevation and plan drawings to scale indicating proposed alterations or additions, clearly indicating the existing building and what is proposed and including the relationship to adjacent structures. Make sure to include door and window design if altered. Manufacturer's catalog data may be used, if applicable.
- ☐ Exterior material description.
- ☐ Site plan showing dimensions of lot and location of existing building(s) or structure(s) on lot, location of additions, dimensions of existing structure and additions. (Show use of addition and location of windows and doors if applicable.)
- ☐ Photograph of existing conditions from all elevations.
- ☐ Color samples and placement on the structure.
- ☐ Historic photographs should accompany any request to return a structure to an earlier historic appearance. (Please note our archives may be of great assistance)

### MATERIAL CHANGES:

- ☐ Written description of area involved.
- ☐ Color photographs or slides of areas involved and surrounding structures if applicable.
- ☐ Sample or photo of materials involved.

### PAINTING, SIDING:

- ☐ Color photographs of all areas involved and surrounding structures if applicable.
- ☐ Samples of colors and/or materials to be used.
- ☐ Dimensioned elevation and section to scale, showing design of fence, material, and height in relationship to adjacent structures.

### NEW CONSTRUCTION:

- ☐ Elevation drawings to scale showing all sides and dimensions. Elevation drawings to scale showing relationship to structures immediately adjacent.
- ☐ Photograph of proposed site and adjacent buildings on adjoining properties.
- ☐ Site plan including building footprint and location of off-street parking showing setbacks. Include number of spaces, surface material, screening and all other information required under Parking Areas.
- ☐ Material list including door and window styles, colors and texture samples.
- ☐ Scale model indicating significant detail. (This may be required for major construction. Please consult Historic Preservation Commission staff.)
- ☐ Color photographs of proposed site and structures within vicinity of new building.



## Proposal

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Quote: PR124493  
Project 1  
Date Issued: 06/06/2025

**Blackburn Foundation Repair**  
: 1039-4697-ET  
26071 Brower Cir.  
Hartford, SD 57033

[www.blackburnbasementrepair.com](http://www.blackburnbasementrepair.com)  
TF (800) 392-3389

**Prepared for:**  
Michael Guilbert  
[msguilbert@outlook.com](mailto:msguilbert@outlook.com)  
M (605) 591-9614

**Job Location:**  
14 Harrison St  
Deadwood, SD 57732

**Prepared by:**  
Ryan Clark  
Assistant Sales Manager  
W (605) 858-2062

**BLACKBURN**<sup>TM</sup>  
**FOUNDATION REPAIR**



# Project Overview

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## Proposal Summary

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Total Investment	\$15,050.00
Taxes	\$307.17
Total Contract Price	\$15,357.17
Deposit Required	\$3,839.29
Amount Due Upon Installation	\$15,357.17

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## Authorized Signature

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. Customer shall grant contractor a 60 day right to remedy any problem after reported. Final location of product(s) may be subject or altered due to existing field conditions. This Proposal may be withdrawn if not accepted by the Customer within 30 days.

Authorized Signature



Date

6/6/2025

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature

Date

ALL DEPOSITS ARE NON-REFUNDABLE

Initial

FINAL PAYMENT IS DUE UPON PROJECT COMPLETION

Initial

I understand that Blackburn Foundation Repair has recommended a comprehensive solution for my [Foundation/Basement/Concrete/Radon] issues. By choosing to install a partial system, I acknowledge that this may not fully resolve all identified concerns, and further work may be necessary in the future. Initial

# My Project

Qty	Product Name	
Floors: Permanently Stabilize Floors		
60	Supplemental Beam	
	Install a supplemental beam as indicated on job drawing.	
15	SmartJack 350	
	SmartJack 350 with Baseplate	
Floors: Custom		
1	Regrading Dirt	
	Regrading Dirt	
Total Investment		\$15,050.00
Taxes		\$307.17
Total Contract Price		\$15,357.17

# Product Specifications

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## **Supplemental Beam**

Install a supplemental beam as indicated on job drawing.

## **SmartJack 350**

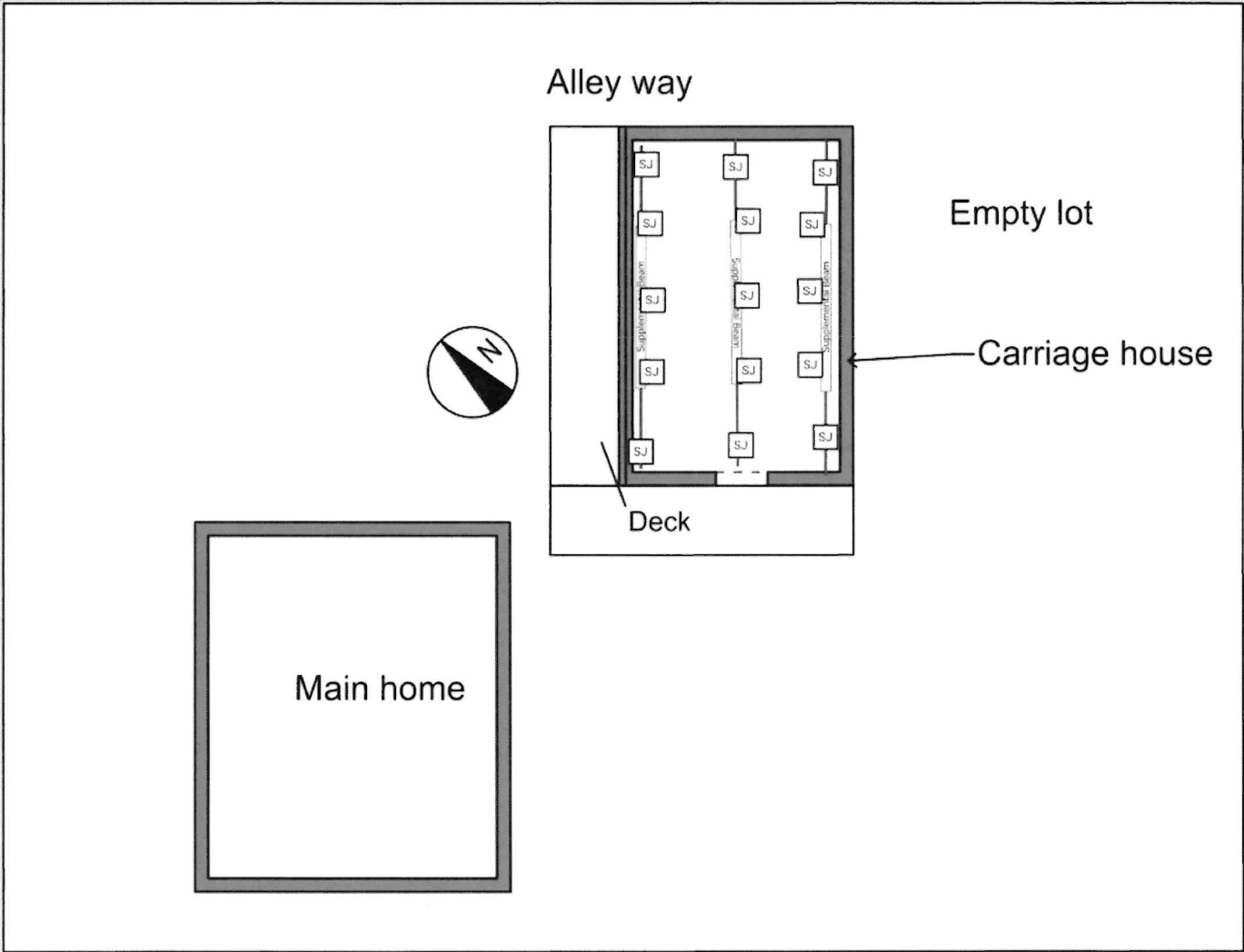
SmartJack 350 with Baseplate

## **Regrading Dirt**

Regrading Dirt



# Drawing



# Job Details

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## Contractor Will

1. Remove and haul away any landscaping in the work area. Not responsible for replacement.
  2. Attempt to lift the foundation and or floors, but is not responsible for cosmetic damage that may result. ( Achieving lift is not guaranteed )
  3. Remove or cut finished walls as necessary. Not responsible for replacement.
  4. Not warrant dirt crawl space for any ground water seepage if a waterproofing system or sump pump is not installed by Blackburn Foundation Repair.
  5. Will not be responsible for putting fences back together if they need to be altered or taken down in order to get construction equipment onto the homeowner's property.
- 

## Customer Will

1. Move items at least 8 feet away from the work area for any interior work. If Blackburn Foundation Repair crews have to move personal items upon arrival to install the project a fee of \$625 per hour will be added to the final invoice, unless otherwise agreed to in writing. Blackburn is not responsible for any damages to homeowners belongings. Please discuss details with your Design Specialist. Also Customer **MUST BE PRESENT** for final project walk through to sign off, approving work completed. If customer is not there for final walk through and Blackburn has to return to address any issues a fee of \$625 an hour will be added to final invoice.
  2. Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines. This includes Electrical, Propane lines, or any sewer and waterlines not marked by the utility companies.
  3. Remove shower prior to installation or contractor will go around the shower if possible. Customer understands that there is no warranty behind shower or bathtub if not moved. Customer also understands that Blackburn is not responsible for damage to shower or tub in not moved.
- 

Customer wants to restore/stabilize carriage house to be used as safe living space.

Project Blackburn will grade crawlspace to install smart jack system. Customer understands that the grading is to NOT achieve flat surface but to grade for smart jack system. Blackburn will install supplemental beam down the sides and center of the length of structure as indicated on drawing. Blackburn will install joist assist brackets on floor joists. Blackburn will install 15 smart jacks onto the supplemental beams. 5 jacks for each beam.

Customer understands that the smart jack solution will not close gap between retaining wall and carriage house at the rear/alley way side of the structure. Gap and deck repairs will need to be done by another contractor at customer's expense.

# Limited Warranty

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## SmartJacks

SmartJacks – Contractor warrants that the SmartJacks will stabilize the affected area(s) against further settlement for life from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to make any necessary adjustments to the SmartJacks. Additionally, the manufacturer of SmartJacks warrants that SmartJacks will, under normal use and service, be free from defects in material and workmanship for life from the date of installation (see manufacturer's warranty for more details). If changes occur due to excess moisture in the area(s) where SmartJacks are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to Customer. Contractor does not warrant to lift, 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.

## Exclusions From This Warranty

Exclusions From This Warranty - This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior| waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration which includes penetrating the watertight system in any way with fasteners or for any other reason. To finish walls after WaterGuard System is installed it is required to use construction adhesive; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) heave or any damages caused by it, and 10) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments 11) If full Cleanspace wall is not installed with WaterGuard Blackbun Foundation Repair cannot warrant against wall seepage. The only way to guarantee a leak free basement is the installation of the Cleanspace wall system with the Water Guard system.

## ERV

ERV(s). Each ERV system comes with a 5 year parts replacement warranty, and a 10 year core replacement/repair warranty.

## Dehumidifiers

Dehumidifiers. Contractor warrants that dehumidifiers will be free from Defects for 5 years from the original date of installation or Contractor will repair or replace the defective dehumidifier(s). For purposes of this Dehumidifier Limited Warranty, "Defect" means the failure of a dehumidifier to operate under normal use and service.

## Sump Pumps

Sump Pumps. Contractor warrants that sump pumps will be free from Defects for 3 years from the original date of installation or Contractor will replace or repair the defective sump pump(s). For purposes of this Sump Pump Limited Warranty, "Defect" means the failure of a sump pump to operate under normal use and service. Contractor makes no warranty that the number and type of sump pumps installed are sufficient to handle the volume of water on the Property, and this Limited Warranty does not cover the cost of any additional sump pumps and sump pits determined to be necessary to handle such volume.

## Warranty Effective

Warranty is in effect when job is completed and paid in full.

## Water Control

If water from the floor wall joint passes through the perimeter water control system and onto the basement floor we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. This warranty applies to WaterGuard systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided we are notified within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home. If the entire perimeter of the basement was not treated, then additional work at additional charge could 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, as the scope of this work cannot guarantee that in all circumstances. 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, or efflorescence (white powder) on concrete. Contractor cannot be responsible for peeling paint, water once pumped from the house, dust created from installation, damage to hidden fuel lines or plumbing, or frozen discharge lines. Floor cracks are warranted against leakage with full perimeter WaterGuard systems. Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer's warranty which is 36 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation. Annual maintenance is recommended, to find potential problems, but not required for this warranty to be in effect. Electrical work is not included in the contract and problems from electrical connections or lack thereof are disclaimed. Systems that drain to daylight cannot be warranted by the contractor if such drain: 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 gel or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations, and that system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation. Wall cracks repaired with FlexiSpan are warranted against leakage for life. A CleanSpace, crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a SmartSump system to remedy the problem with water below the CleanSpace liner. CleanSpace has a transferable lifetime warranty – there will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event

# Limited Warranty (Continued)

this occurs. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines, or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house, or condensation. THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on contractor's part. There are no other warranties verbal or written.

## System Installed

This warranty applies only to areas where the system was installed.

## Items For Which Customer Is Responsible

Items For Which Customer Is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, trim work, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

## General Terms

General Terms – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. THIS WARRANTY IS IN EFFECT IF THE JOB SPECIFIED IN THIS CONTRACT IS COMPLETED AND PAID IN FULL AND, ALTERNATIVELY, IS NULL AND VOID IF FULL PAYMENT IS NOT RECEIVED. CONTRACTOR DOES NOT WARRANT PRODUCTS NOT MENTIONED BELOW, BUT SOME OF SUCH PRODUCTS MAY BE COVERED BY A MANUFACTURER'S WARRANTY. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are fully covered by Workers' Compensation insurance.

## Standard Exclusions Permitted By State Law

Standard Exclusions Permitted By State Law – This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.

## Multi-Family Radon Mitigation System

### Multi-Family Radon Mitigation System

Unless otherwise noted in this Contract, the Radon Mitigation System (the "System") is warranted to be free of defects due to workmanship or materials for ten (10) years from the date of installation. Additionally, Contractor warrants that upon installation of the System, the radon levels in the livable areas of the structure in which the System is installed will measure below 4 pCi/L: 1) for five (5) years from the date of installation for a System installed WITHOUT fan moisture guard; or 2) for ten (10) years from the date of installation for a System installed WITH fan moisture guard.

Should a radon test measure levels at or above 4 pCi/L in that timeframe, Contractor will, at no further cost to Customer, take whatever actions it deems necessary to reduce the levels to below 4 pCi/L or, at Contractor's discretion, may refund to Customer the price that Customer paid to The contractor for the System.

If noted on this Contract, the above warranty language is not applicable and the Contractor does NOT warrant that after completion of the work that the radon levels in the livable areas of the structure in which the System is installed will measure below 4 pCi/L. Should a radon test measure levels at or above 4 pCi/L after the completion of the work, Contractor can, at Customer's request, attempt further mitigation measures at an additional cost to Customer to reduce the levels to below 4 pCi/L although such reduction may not be possible.

### Multi-Family Radon Mitigation System

Unless otherwise noted in this Contract, the Radon Mitigation System (the "System") is warranted to be free of defects due to workmanship or materials for ten (10) years from the date of installation. Additionally, Contractor warrants that upon installation of the System, the radon levels in the livable areas of the structure in which the System is installed will measure below 4 pCi/L: 1) for five (5) years from the date of installation for a System installed WITHOUT fan moisture guard; or 2) for ten (10) years from the date of installation for a System installed WITH fan moisture guard.

Should a radon test measure levels at or above 4 pCi/L in that timeframe, Contractor will, at no further cost to Customer, take whatever actions it deems necessary to reduce the levels to below 4 pCi/L or, at Contractor's discretion, may refund to Customer the price that Customer paid to The contractor for the System.

If noted on this Contract, the above warranty language is not applicable and the Contractor does NOT warrant that after completion of the work that the radon levels in the livable areas of the structure in which the System is installed will measure below 4 pCi/L. Should a radon test measure levels at or above 4

# Limited Warranty (Continued)

pCi/L after the completion of the work, Contractor can, at Customer's request, attempt further mitigation measures at an additional cost to Customer to reduce the levels to below 4 pCi/L although such reduction may not be possible.

## **Radon Resistant New Construction Depressurization System**

Radon Resistant New Construction Depressurization System

Unless otherwise noted in this Contract, the Radon Resistant New Construction (RRNC) System (the "System") is warranted to be free of defects due to workmanship or materials for ten (10) years from the date of installation.

The Radon Resistant New Construction Radon Mitigation System (the "System") is warranted to be free of defects due to workmanship or materials for ten (10) years from the date of installation. Additionally, for an Active system (extraction fans installed) the Contractor warrants that after completion of the Work, the radon levels in the livable areas of the Structure will measure below 4 pCi/L for ten (10) years from the day the Work is installed. Should a radon test measure levels at or above 4 pCi/L after the completion of the Work and prior to the end of the ten (10) year period, Contractor will, at no further cost to Customer, take whatever actions it deems necessary to reduce the levels to below 4 pCi/L or, at contractor's discretion, may refund to Customer the price that Customer paid to Contractor for the System.

## **Soil Vapor Intrusion Mitigation**

Soil Vapor Intrusion Mitigation

Unless otherwise noted in this Contract, the Soil Vapor Mitigation System (the "System") is warranted to be free of defects due to workmanship or materials for ten (10) years from the date of installation.

The above warranty language is not applicable and the Contractor does NOT warrant that after completion of the work the airborne soil vapor contaminants of the structure in which the System is installed will measure below any specific level. Should airborne soil vapor contaminants measure at a level that is not at a low enough level, the Contractor can, at Customer's request, attempt further mitigation measures at an additional cost to the Customer to reduce the levels.

Operation, Maintenance, and Monitoring (OM&M) Procedures for post-installation of Soil Vapor Intrusion Mitigation System via Sub-Slab Depressurization and/or Sub-Membrane Depressurization. It is recommended that the Contractor will perform both a visual and performance inspection of each installed fan system, to ensure their continued and proper operation. This inspection will be performed by Contractor for a maintenance fee schedule charge in addition to this proposal.

A visual inspection will include assurance the ducting, connections, attachments and other installation related hardware remain securely fastened. A performance inspection will also be conducted, which will include a visual inspection of the extraction fan(s) and its housing but will also include confirmation of their proper operation by viewing the installed Pressure Differential Gauge (manometer) attached to the system at the time of installation.

These inspections will be performed on an annual basis within 30 days of the anniversary date of the initial installation.

Soil Vapor Sampling measurements or any other air sampling measurements are not included in this proposal.

## **Radon System**

If a Radon System is installed; the Radon Mitigation System (the "System") is warranted to be free of defects due to workmanship or materials for ten (10) years from the date of installation. Additionally, Contractor warrants that after completion of the Work, the radon levels in the livable areas of the structure will measure below 4 pCi/L for ten (10) years from the day the System is installed. Should a radon test measure levels at or above 4 pCi/L after the completion of the Work and prior to the end of the ten (10) year period, Contractor will, at no further cost to the Customer, take whatever actions it deems necessary to reduce the levels to below 4 pCi/L or, at the Contractor's discretion, may refund the Customer the price that Customer paid to Contractor for the System.

Unless otherwise noted in this Contract, the Radon Mitigation System (the "System") is warranted to be free of defects due to workmanship or materials for ten (10) years from the date of installation. Additionally, Contractor warrants that upon installation of the System, the radon levels in the livable areas of the structure in which the System is installed will measure below 4 pCi/L: Contractor will, at no further cost to Customer, take whatever actions it deems necessary to reduce the levels to below 4 pCi/L or, at Contractor's discretion, may refund to Customer the price that Customer paid to Contractor for the System.

# Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: \_\_\_\_\_ or
2. The date you received this notice of cancellation.

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## How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

### Blackburn Foundation Repair

www.blackburnbasementrepair.com  
26071 Brower Cir.  
Hartford SD 57033

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

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## I Wish to Cancel

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date

# Project Recommendations

## Project 2

Qty	Product Name	
Floors: Permanently Stabilize Floors		
60	Supplemental Beam	
	Install a supplemental beam as indicated on job drawing.	
15	SmartJack 350	
	SmartJack 350 with Baseplate	
Floors: Custom		
1	Regrading Dirt	
	Regrading Dirt	
Total Investment		\$15,050.00
Taxes		\$307.17
Total Contract Price		\$15,357.17