



November 13, 2024

Susan Murray

3706 Thornapple Street
Chevy Chase, MD 20815

**RE: 3706 Thornapple Street, Chevy Chase
Moxley-Prosise House (#35/93); Historic Preservation Review under Section 24A-6**

Dear Ms. Murray:

The above-referenced proposal has been received and reviewed. This project involves the replacement of the existing wood front porch decking and stairs with Mahogany tongue and groove flooring and stairs. All of the work conforms with the materials submitted in HAWP application #1088124.

It is my opinion that this project would **not** constitute a substantial alteration to the historic resource. Therefore, I find that no further review under the Montgomery County historic preservation ordinance (Chapter 24A-6) is warranted. A Historic Area Work Permit (HAWP) is not necessary, unless changes are made to the current plans. Please secure all necessary building permits from the Department of Permitting Services as necessary.

Additionally, this work will qualify for the Montgomery County Historic Rehabilitation Tax Credit. Please take before and after photos, and submit an application to our office once the work is completed. All rehabilitation work completed in Calendar Year 2024 can be submitted until April 1, 2025. The tax credit allows for 25% of the eligible expense to be credited against your county property taxes. More information on the tax credit program, including the application form, is available here: <https://montgomeryplanning.org/planning/historic/tax-credit-program/>

If you have any questions or need to discuss this matter, please feel free to contact me at 301-563-3408 or dan.bruechert@montgomeryplanning.org. Thank you for being a good steward of Montgomery County's historic resources.

Sincerely yours,

Dan Bruechert
Cultural Resource Planner III
Historic Preservation Office



9341 Fraser Avenue
Silver Spring, MD 20910
Office: 301-589-8703
Fax: 301-589-9162
www.juenemannpainting.com

District of Columbia Lic. # 39605547

Maryland Lic. # 4137940

Virginia Lic. # 2705 140319A

CONTRACT SUBMITTED ON: September 13, 2024

CONTRACT#: 0424109MJS - BC

DC PERMANENT #3649

CONTRACT SUBMITTED TO:

Exterior - Paint Shop, Painting Work, Washing Work,
Carpentry Work & Carpentry Shop

Susan Murray & Chris Erceg
3706 Thornapple Street
Chevy Chase, MD 20815

Home Phone: 301-718-2926

Her Cell: 202-491-4053

E-Mail Address: murray_erceg@yahoo.com

This Contract Supersedes Previous Contract#:0424109MJ Dated 04-19-2024

This Contract by and between John L. Juenemann Painting & Decorating Ltd. ("Contractor") and Susan Murray & Chris Erceg ("Owner") effective as of the date signed by both parties. Upon acceptance, the Contractor agrees to furnish all necessary labor and materials to make improvements on the property specified and Owner agrees to pay in accordance with all terms and conditions set forth. This estimate incorporates the standards for painting as specified by the Painting and Decorating Contractors of America. Juenemann Painting & Decorating Ltd. is a member in good standing.

1. Contract Price.

- a. The parties agree that the contract price is: **Approximately \$ 22,055.00**

This does not include any additional Time & Materials work (*to be agreed upon*). If Owner uses a project manager, decorator or any other person or agent (collectively "Agent(s)"), Owner agrees that Contractor shall rely upon the requests, directions or orders given by such Agent(s) and Owner shall be bound by such requests, directions or orders and Owner agrees to pay for any additional work requested, directed or ordered by the Agent(s).

- b. If applicable, Time and Materials (T&M) work will be done at the following rates:
Painters: \$65.00/hr. for Helpers \$ 60.00/hr.;
Carpentry work: \$75.00/hr. for lead carpenter and \$65.00/hr. for additional carpenters.;
Roofing work: \$75.00/hr. for lead roofer and \$65.00/hr. for additional roofers.;
Spray work: \$75.00/hr.;
Faux finishing: \$90.00/hr.;
Wall covering: \$100.00/hr.;
Electrical work: \$130.00/hr.;
Plumbing work: \$130.00/hr.;
Plaster and drywall repairs: \$65.00/hr.;
Masonry work: \$90.00/hr. for lead mason and \$65.00/hr. for additional masons.;
Plus materials at our cost plus 15%. Subcontractors will be billed their cost plus 25% mark-up for supervision. **We adhere to a (2) hour minimum charge for small jobs (This fee will be waived on larger projects)**. Any listed prices or hours are estimates only, for budget purposes and may not reflect the final price billed.
- c. If Subcontractor is asked to provide or apply any samples, the time and materials will be billed at \$65.00 per hour per painter and the cost of materials.
- d. The Owner is responsible for obtaining any permits required by state or local authorities. The costs associated with obtaining permits and inspections are not included.
- e. If paying by credit card, add 3.25% of total price to amount due.

f. Payment schedule: **Half down upon signing of contract and balance due upon completion.**

g. Approximate start date: ___/___/___

Approximate substantial completion date: ___/___/___

2. Description of Work to Be Performed: Exterior work at the above address/jobsite.

a. SCOPE OF WORK:

Shrubs and grounds to be covered.
Properly prepare.
Wash where necessary, using "30 Second Cleaner".
Scrape, sand and caulk as necessary.
Spot prime with appropriate primers.
Prime with appropriate primers.
Paint trim (2) coats of exterior acrylic-based house paint.
Paint porch floor and steps (2) coats Cabot's solid deck stain.
Match existing colors and sheens.

b. WORK TO INCLUDE:

Furnish all supervision, service, labor, materials and equipment to perform the following:

Paint Shop

Pre-prime new flooring, steps and treads. \$ 1,900.00

Painting Work

Prepare and paint steps, risers and new flooring.
Touch-up affected surfaces.
Prepare and paint new and affected right-side lattice panel after repairs.
Touch-up affected surfaces.
Touch-up new and affected surfaces on rear lattice after carpentry repairs. \$ 3,500.00

The following "Washing Work" will be done on an hourly basis

Washing Work

Front porch:
Hand wash surfaces below floor.
Approximately (1) man (2) hours. \$ 120.00
Approximate materials. \$ 20.00

Carpentry Work

Front porch:
Demolish all flooring.
Furnish and install new Mahogany wood border.
Furnish and install new Mahogany wood tongue and groove flooring. \$ 9,790.00

Front steps:
Replace (5 ea.) treads and (5 ea.) risers, using Mahogany wood. \$ 1,740.00

Carpentry Shop

Fabricate (5 ea.) stair treads in Mahogany wood (split into two parts).
Fabricate (5 ea.) stair risers in Mahogany wood. \$ 4,670.00

Job Notes:

We assume framing is in good condition.

Carpentry Work

Front and rear lattice panels:

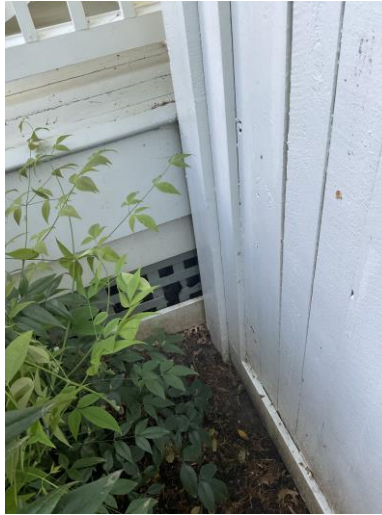
Repair hole made by rodents, on an hourly basis.

Approximately (1) man (3) hours.

Approximate materials.

\$ 225.00

\$ 90.00



c. WORK DOES NOT INCLUDE:

Any work or areas not listed above.

Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or similar hazardous substances. If Contractor encounters any such products or materials in the course of performing its work, or if such hazardous materials are encountered by any other firm performing work at the job site and Contractor determines that such materials present a hazard to its employees, Contractor shall have the right to discontinue its work and remove its employees from the job site until such products or materials, and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction.

3. Schedule:

a. The work shall be started and substantially completed on the dates mutually agreed to by Contractor and Owner at the time of Owner's acceptance of this Contract.

b. Notwithstanding any other provision in this Contract, the Contractor shall not be liable for delays due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not limited to acts of God, the public enemy, third parties, the Owner, fires, floods, strikes, freight embargoes, unavailability of supplies, health emergencies and epidemics, or weather conditions prohibiting the work to be performed properly. In such cases, the time for performance shall be extended until such time as Contractor can reasonably be expected to complete performance. In no event shall Contractor be liable for consequential damages or liquidated damages or penalties.

4. Warranty by Owner: The Owner represents and warrants that the Owner is the owner in fee of the premises whereon the improvements described in Section 2 are to be performed, and will produce documents evidencing ownership in fee to such property for Contractor's inspection if requested to by Contractor.

5. Notice Requirement: The Owner(s) shall notify the Contractor of any complaints he/she has about the completion of this contract within ten days after conclusion of work by the Contractor, and absent such notification, the work shall be deemed to have been completed in a satisfactory manner. Furthermore, the Owner must notify the Contractor within ten (10) days of learning of any problems before any progress or final payment is withheld or reduced in value.

6. Covenant of Non-Interference: The Owner(s) shall not interfere in any manner with agents, subcontractors, or employees of the Contractor engaged in performing this contract.

7. Owner to Supply Utilities and Sanitary Facilities: The Owner(s) shall furnish at no cost to the Contractor, electrical connections and current, construction water, and sanitary facilities.

8. Collection Fees and Attorney's Fees: If Contractor retains an attorney or other third party to collect any unpaid balance, the Owner shall be liable and responsible to pay Contractor any and all collection costs and fees, any and all reasonable attorney's fees, and any and all court costs that are incurred in collecting the unpaid balance.

9. Payment and Interest: Owner shall make payments under this contract when due pursuant to the payment schedule. Any amount due under this agreement shall be immediately due and payable. Owner agrees to and shall pay interest in the amount of eighteen (18%) per annum on any unpaid balance. Interest shall begin to accrue on any unpaid balance fifteen (15) days after the amount becomes due. If Owner fails to make any payment due under this agreement, Contractor, among other things, may stop or suspend work and shall be discharged of any and all obligations until Owner pays all amounts due, in full, to Contractor.

10. Acceptance by Owner: The execution of this Contract signifies the Owner's acceptance of the terms and conditions set forth herein. Owner warrants that payment of the contract price will be made as stated herein.

11. Final Understanding: All promises, understandings, or agreements of any kind not mentioned herein, are hereby expressly waived; and it is agreed that this instrument shall constitute the entire agreement between the parties, and shall not be modified in any manner, except in writing signed by both parties.

12. Condition of Property: Contractor shall not be responsible for: (1) correcting any hidden or latent defects or other conditions of the property; (2) failure of structural walls not installed by Contractor over which furnished materials are installed; (3) bringing conditions of the building up to any applicable building code standards, unless agreed to as part of the scope of work; (4) items falling from ceiling, walls or shelves caused by hammering or fastening; (5) punctured electric wires, pipes, conduits, air-conditioner lines or anything else that is/are behind walls or not visible from where Contractor is performing work unless prior to commencing the work Owner has notified Contractor of the location of any such item and has accurately identified the exact location of any such item.

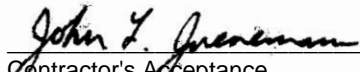
All home improvement contractors and subcontractors working in Maryland must be licensed by the Home Improvement Commission. Inquiries about contractors should be made to the Home Improvement Commission at (410) 230-6309, or 1-800-218-5925.

All home improvement contractors and subcontractors working in the District of Columbia must be licensed by the Department of Consumer and Regulatory Affairs. Inquiries about contractors should be made to the DC Office of Complaints at (202) 442-4400.

The foregoing terms, specifications and conditions are satisfactory and hereby agreed to. John L. Juenemann Painting & Decorating Ltd. is authorized to work as specified and payment will be made as outlined above. Upon signing this agreement, the Owner represents and warrants that he or she is the owner or the authorized agent of the owner of the aforesaid premises and that he or she has read this agreement.

Salesperson's Name: **John L. Juenemann**
Salesperson's License: **DC LIC. #39605548 MHIC #12325**

This Contract may be withdrawn by Contractor at any time prior to acceptance by the Owner. Contracts not accepted by the Owner within 60 days shall be deemed withdrawn unless the time to accept is extended by Contractor.


Contractor's Acceptance
Title: President
CONTRACT#: **0424109MJS**

09/17/2024
Date


Owner Acceptance

Date

Owner Acceptance

Date

Buyer's Right to Cancel: If this agreement was solicited at or near your residence or at any place other than John L. Juenemann Painting & Decorating. Ltd's permanent place of business, and you do not want the goods of services, you may cancel this agreement by mailing a notice to the seller. The notice must state that you do not want the goods of services and must be mailed before midnight of the third business day after you signed this contract. The notice must be mailed to: John L. Juenemann Painting & Decorating Ltd., 9341 Fraser Avenue, Silver Spring, MD 20910. If you cancel, the seller may not keep any part of your cash down payment or deposit.

APPROVED
Montgomery County
Historic Preservation Commission


REVIEWED
By Dan.Bruechert at 2:30 pm, Nov 13, 2024