

37/3-93A 7309 Takoma Park

Takoma Park Historic District

MEMORANDUM

TO: Robert Seely, Chief
Division of Construction Codes Enforcement
Department of Environmental Protection

FROM: Gwen Marcus, Historic Preservation Coordinator
Urban Design Division
M-NCPPC

DATE: 2-10-93

SUBJECT: Historic Area Work Permit Application

The Montgomery County Historic Preservation Commission, at their meeting of 2-10-93 reviewed the attached application by Charles Feunster for a Historic Area Work Permit. The application was:

Approved Denied

Approved with Conditions: _____

approval is for construction of garage (w/ roof deck) and driveway only. Approval does not include removal of oak tree.

The Building Permit for this project should be issued conditional upon adherence to the approved Historic Area Work Permit.

Attachments:

1. _____
2. _____
3. _____
4. _____
5. _____

hawpok.dep



Historic Preservation Commission

51 Monroe Street, Suite 1001, Rockville, Maryland 20850
217-3625

APPLICATION FOR HISTORIC AREA WORK PERMIT

TAX ACCOUNT # 1080542

NAME OF PROPERTY OWNER CHARLES M. FEINSTEIN TELEPHONE NO. 301-587-8576
 (Contract/Purchaser) VICTORIA PINPIN-FEINSTEIN (Include Area Code)

ADDRESS 7309 TAKOMA AVE, TAKOMA PARK, MD 20912
 CITY STATE ZIP

CONTRACTOR MARYLAND CUSTOM TELEPHONE NO. 301-421-4242
 CONTRACTOR REGISTRATION NUMBER MHIC 21044; MCI 486195

PLANS PREPARED BY ROSS STATHEM TELEPHONE NO. 301-421-4242
 (Include Area Code)

REGISTRATION NUMBER _____

LOCATION OF BUILDING/PREMISE

House Number 7309 Street TAKOMA AVENUE

Town/City TAKOMA PARK Election District NORTH TAKOMA

Nearest Cross Street BALTIMORE AVENUE

Lot 11 Block 78 Subdivision TAKOMA PARK LAND & TITLE CO'S SUBDIVISION

Liber 10109 Folio 909 Parcel PLAT BOOK 70 - PLAT # 6624

1A. TYPE OF PERMIT ACTION: (circle one)

<input checked="" type="checkbox"/> Construct	<input type="checkbox"/> Extend/Add	<input type="checkbox"/> Alter/Renovate	<input type="checkbox"/> Repair	Circle One: A/C	Slab	Room Addition
<input type="checkbox"/> Wreck/Raze	<input type="checkbox"/> Move	<input type="checkbox"/> Install	<input type="checkbox"/> Revocable	<input type="checkbox"/> Porch	<input type="checkbox"/> Deck	<input type="checkbox"/> Fireplace
			<input type="checkbox"/> Revision	<input type="checkbox"/> Shed	<input type="checkbox"/> Solar	<input type="checkbox"/> Woodburning Stove
				Fence/Wall (complete Section 4) <input checked="" type="checkbox"/> Other <u>GARAGE</u>		

1B. CONSTRUCTION COSTS ESTIMATE \$ 17,500

1C. IF THIS IS A REVISION OF A PREVIOUSLY APPROVED ACTIVE PERMIT SEE PERMIT # _____

1D. INDICATE NAME OF ELECTRIC UTILITY COMPANY PEPCO

1E. IS THIS PROPERTY A HISTORICAL SITE? YES - ATLAS HISTORIC

PART TWO: COMPLETE FOR NEW CONSTRUCTION AND EXTEND/ADDITIONS

2A. TYPE OF SEWAGE DISPOSAL

01 <input checked="" type="checkbox"/> WSSC	02 <input type="checkbox"/> Septic
03 <input type="checkbox"/> Other _____	

2B. TYPE OF WATER SUPPLY

01 <input checked="" type="checkbox"/> WSSC	02 <input type="checkbox"/> Well
03 <input type="checkbox"/> Other _____	

PART THREE: COMPLETE ONLY FOR FENCE/RETAINING WALL

4A. HEIGHT _____ feet _____ inches

4B. Indicate whether the fence or retaining wall is to be constructed on one of the following locations:

- On party line/Property line _____
- Entirely on land of owner _____
- On public right of way/easement _____ (Revocable Letter Required).

I hereby certify that I have the authority to make the foregoing application, that the application is correct, and that the construction will comply with plans approved by all agencies listed and I hereby acknowledge and accept this to be a condition for the issuance of this permit.

[Signature] 21 JANUARY 1993
 Signature of owner or authorized agent (agent must have signature notarized on back) Date

APPROVED _____ For Chairperson, Historic Preservation Commission

DISAPPROVED _____ Signature Albert B. Randall Date 2-10-93

APPLICATION/PERMIT NO: 9301220001 FILING FEE: \$ _____

DATE FILED: _____ PERMIT FEE: \$ _____

DATE ISSUED: _____ BALANCE \$ _____

OWNERSHIP CODE: _____ RECEIPT NO: _____ FEE WAIVED: _____

SEE REVERSE SIDE FOR INSTRUCTIONS

HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address: 7309 Takoma Avenue Meeting Date: 2/10/93
Resource: Takoma Park Historic District Review: HAWP
Case Number: 37/3-93A Tax Credit: No
Public Notice: 1/27/93 Report Date: 2/3/93
Applicant: Charles Feinstein Staff: Nancy Witherell
PROPOSAL: Construct garage RECOMMEND: Approval

The applicants propose the construction of a garage at the rear of a recently-constructed house. At the corner of Takoma Avenue and Baltimore Avenue, the house was designed to be compatible with the Queen Anne-style houses in the immediate area. The garage would be visible from Baltimore Avenue; an existing asphalt parking pad for two cars would be extended to create a gravel driveway. The grade of the proposed garage location is significantly lower than that of the first story of the house.

The garage, to be clad with aluminum siding and wood trim to match the house's materials, would measure approximately 19' by 19' and would include a deck on the flat roof. A deck-level walkway would connect the garage to the house.

STAFF DISCUSSION

Since the house's date of construction is outside the period of significance, the most lenient reading of the ordinance criteria should take place. The garage is well-placed and well-designed, and the materials and details match those of the house. The staff only notes that connecting walkways between houses and garages are not typical of the historic district. Nevertheless, the connection cannot be considered a "major" alteration under the guidelines, and, in the staff's judgment, would not affect the surrounding streetscape, particularly since the garage would be sited below the level of the sidewalk.

Attached to the application is information from a tree expert. Three trees close to the garage are described. Tree #1 was damaged by construction of the house foundation. The applicant would like to remove it. Tree #2 may be affected by the garage construction; it is not proposed for removal. Tree #3 is thought to be capable of surviving the construction of the garage.

STAFF RECOMMENDATION

Since the lot is wooded, the staff recommends that the tree affected by the house foundation (tree #1) be removed. The staff recommends that trees #2 and #3 be protected from heavy machinery with snow fencing during construction of the garage.

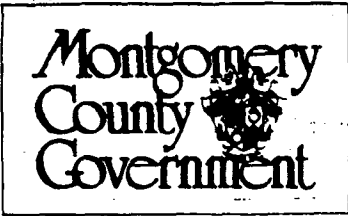
The staff recommends that the application be found consistent with the purposes of the Chapter 24A, particularly 24A-8(b)2:

The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site, or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter;

and with Standard #2:

The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

and with the guidelines adopted in the Takoma Park amendment.



Historic Preservation Commission

51 Monroe Street, Suite 1001, Rockville, Maryland 20850
217-3625

APPLICATION FOR HISTORIC AREA WORK PERMIT

TAX ACCOUNT # 1080542

NAME OF PROPERTY OWNER CHARLES M. FEINSTEIN TELEPHONE NO. 301-587-8576
 (Contract/Purchaser) VICTORIA PINPIN-FEINSTEIN (Include Area Code)

ADDRESS 7309 TAKOMA AVE., TAKOMA PARK, MD 20912
 CITY STATE

CONTRACTOR MARYLAND CUSTOM TELEPHONE NO. 301-421-4242
 CONTRACTOR REGISTRATION NUMBER MHIC 21044; MCL 486185

PLANS PREPARED BY ROSS STATHEM TELEPHONE NO. 301-421-4242
 (Include Area Code)

REGISTRATION NUMBER _____

LOCATION OF BUILDING/PREMISE

House Number 7309 Street TAKOMA AVENUE

Town/City TAKOMA PARK Election District NORTH TAKOMA

Nearest Cross Street BALTIMORE AVENUE

Lot 11 Block 78 Subdivision TAKOMA PARK LAND & TITLE CO'S SUBDIVISION

Libel 10109 Folio 909 Parcel PLAT BOOK 70 - PLAT # 6624

1A. TYPE OF PERMIT ACTION: (circle one)

<input checked="" type="checkbox"/> Construct	<input type="checkbox"/> Extend/Add	<input type="checkbox"/> Alter/Renovate	<input type="checkbox"/> Repair	Circle One: A/C	Sleb	Room Addition
<input type="checkbox"/> Wreck/Raze	<input type="checkbox"/> Move	<input type="checkbox"/> Install	<input type="checkbox"/> Revocable Revision	Porch Deck	Fireplace	Shed Solar Woodburning Stove
				Fence/Wall (complete Section 4) <input checked="" type="checkbox"/> Other <u>SARAGE</u>		

1B. CONSTRUCTION COSTS ESTIMATE \$ 17,500

1C. IF THIS IS A REVISION OF A PREVIOUSLY APPROVED ACTIVE PERMIT SEE PERMIT # _____

1D. INDICATE NAME OF ELECTRIC UTILITY COMPANY PEPCO

1E. IS THIS PROPERTY A HISTORICAL SITE? YES - ATLAS HISTORIC

PART TWO: COMPLETE FOR NEW CONSTRUCTION AND EXTEND/ADDITIONS

2A. TYPE OF SEWAGE DISPOSAL

01 <input checked="" type="checkbox"/> WSSC	02 <input type="checkbox"/> Septic
03 <input type="checkbox"/> Other _____	

2B. TYPE OF WATER SUPPLY

01 <input checked="" type="checkbox"/> WSSC	02 <input type="checkbox"/> Well
03 <input type="checkbox"/> Other _____	

PART THREE: COMPLETE ONLY FOR FENCE/RETAINING WALL

4A. HEIGHT _____ feet _____ inches

4B. Indicate whether the fence or retaining wall is to be constructed on one of the following locations:

- On party line/Property line _____
- Entirely on land of owner _____
- On public right of way/easement _____ (Revocable Letter Required).

I hereby certify that I have the authority to make the foregoing application, that the application is correct, and that the construction will comply with plans approved by all agencies listed and I hereby acknowledge and accept this to be a condition for the issuance of this permit.

(3)

SUPPLEMENTAL APPLICATION FOR HISTORIC AREA WORK PERMIT

REQUIRED ATTACHMENTS

1. WRITTEN DESCRIPTION OF PROJECT

- a. Description of existing structure(s) and environmental setting, including their historical features and significance:

EXISTING STRUCTURE IS A MODERN, NEW (COMPLETED
JULY '92) VICTORIAN STYLE WOOD FRAME HOME
ON A ~9,700 SQ FT. LANDSCAPED LOT. THE
PROPERTY CONTAINS 12 TREES. THE HOMESITE IS A
CORNER LOT ON A MAJOR RESIDENTIAL THOROUGHFARE.
THE SITE IS CLASSIFIED AS "ATLAS" HISTORIC. THERE
ARE NO MASTER PLAN HISTORIC SITES IN THE IMMEDIATE
VICINITY.

- b. General description of project and its impact on the historic resource(s), the environmental setting, and, where applicable, the historic district:

THE PROJECT CONSISTS OF A FLAT-ROOFED DETACHED
GARAGE WHICH WILL BE COVERED ON THE ROOF
BY DECKING MATERIAL. THE ROOF DECK WILL BE
CONNECTED TO THE EXISTING HOUSE BY AN AERIAL CATWALK
LEADING TO THE EXISTING DOOR OFF THE KITCHEN. A
BLUESTONE GRAVEL DRIVEWAY WILL CONNECT THE GARAGE
TO THE EXISTING ASPHALT PARKING PAD. THE GARAGE
WILL BE LOCATED AT THE REAR CORNER OF THE PROPERTY,
MINIMIZING LINE-OF-SIGHT IMPACTS. APPROVAL FOR A
GARAGE WAS PREVIOUSLY OBTAINED BY THE HOME BUILDERS.
THE GARAGE (WHICH WAS NOT BUILT) WAS TO BE LOCATED
CLOSER TO THE STREET THAN THE PROPOSED STRUCTURE.

2. Statement of Project Intent:

Short, written statement that describes:

- a. the proposed design of the new work, in terms of scale, massing, materials, details, and landscaping:

GARAGE - 19' x 19' WOOD FRAME ON MONOLITHIC SLAB, FINISHED W/ ALUMINUM SIDING AND PAINTED WOOD TRIM. DECKING/ CATWALK - P.T. DECKING MATERIAL W/ PAINTED WOOD HANDRAIL. DRIVEWAY - 35' LONG BY 8' (AVG) WIDE #6 BLUESTONE GRAVEL WITH LANDSCAPE TIMBER BORDER.

- b. the relationship of this design to the existing resource(s):

THE GARAGE SIDING, TRIM AND DOOR WILL MATCH IN COLOR AND TYPE/APPEARANCE WITH EXISTING HOUSE. THE DECK/CATWALK HAND RAILING WILL MATCH IN COLOR AND APPEARANCE WITH EXISTING PORCH.

- c. the way in which the proposed work conforms to the specific requirements of the Ordinance (Chapter 24A):

THE PLACEMENT AND SCALE OF THE PROPOSED STRUCTURE IS WELL INTEGRATED WITH THE EXISTING STRUCTURE AND MINIMIZES IMPACT ON SIGHT LINES FROM NEIGHBORING HOUSES.

3. Project Plan:

Site and environmental setting, drawn to scale (staff will advise on area required). Plan to include:

- a. the scale, north arrow, and date;
- b. dimensions and heights of all existing and proposed structures;
- c. brief description and age of all structures (e.g., 2 story, frame house c.1900);
- d. grading at no less than 5' contours (contour maps can be obtained from the Maryland-National Capital Park and Planning Commission, 8787 Georgia Avenue, Silver Spring; telephone 495-4610); and
- e. site features such as walks, drives, fences, ponds, streams, trash dumpsters, mechanical equipment, and landscaping.

4. Tree Survey: If applicable, tree survey indicating location, caliper and species of all trees within project area which are 6" in caliper or larger (including those to be removed).

5. Design Features: Schematic construction plans drawn to scale at 1/8" = 1'-0", or 1/4" = 1'-0", indicating location, size and general type of walls, window and door openings, roof profiles, and other fixed features of both the existing resource(s) and the proposed work.
6. Facades: Elevation drawings, drawn to scale at 1/8" = 1'-0", or 1/4" = 1'-0", clearly indicating proposed work in relation to existing construction and, when appropriate, context. All materials and fixtures proposed for exterior must be noted on the elevations drawings. An existing and a proposed elevation drawing of each facade affected by the proposed work is required.
7. Materials Specifications: General description of materials and manufactured items proposed for incorporation in the work of the project.
8. Photos of Resources: Clearly labeled color photographic prints of each facade of existing resource, including details of the affected portions. All labels should be placed on the front of photographs.
9. Photos of Context: Clearly labeled color photographic prints of the resource as viewed from the public right-of-way and from adjoining properties, and of the adjoining and facing properties.

Color renderings and models are encouraged, but not generally required.

Applicant shall submit 2 copies of all materials in a format no larger than 8 1/2" x 14"; black and white photocopies of color photos are acceptable with the submission of one original photo.

10. Addresses of Adjacent Property Owners. For all projects, provide an accurate list of adjacent and confronting property owners (not tenants), including names, addresses, and zip codes. This list should include the owners of all lots or parcels which adjoin the parcel in question, as well as the owner(s) of lot(s) or parcel(s) which lie directly across the street/highway from the parcel in question. If you need assistance obtaining this information, call the Department of Assessments and Taxation, at 279-1355.

1. Name PEGGY CAMPANELLA
 Address 7307 TAKOMA AVE.
 City/Zip TAKOMA PARK, MD 20912

2. Name EPHRAIM KING & CAROL LINDEMAN
 Address 7300 BALTIMORE AVE.
 City/Zip TAKOMA PARK MD 20912

3. Name ROGER McGARRY & NANCY COHEN
Address 7305 BALTIMORE AVE.
City/Zip TAKOMA PARK, MD 20912

4. Name _____
Address _____
City/Zip _____

5. Name _____
Address _____
City/Zip _____

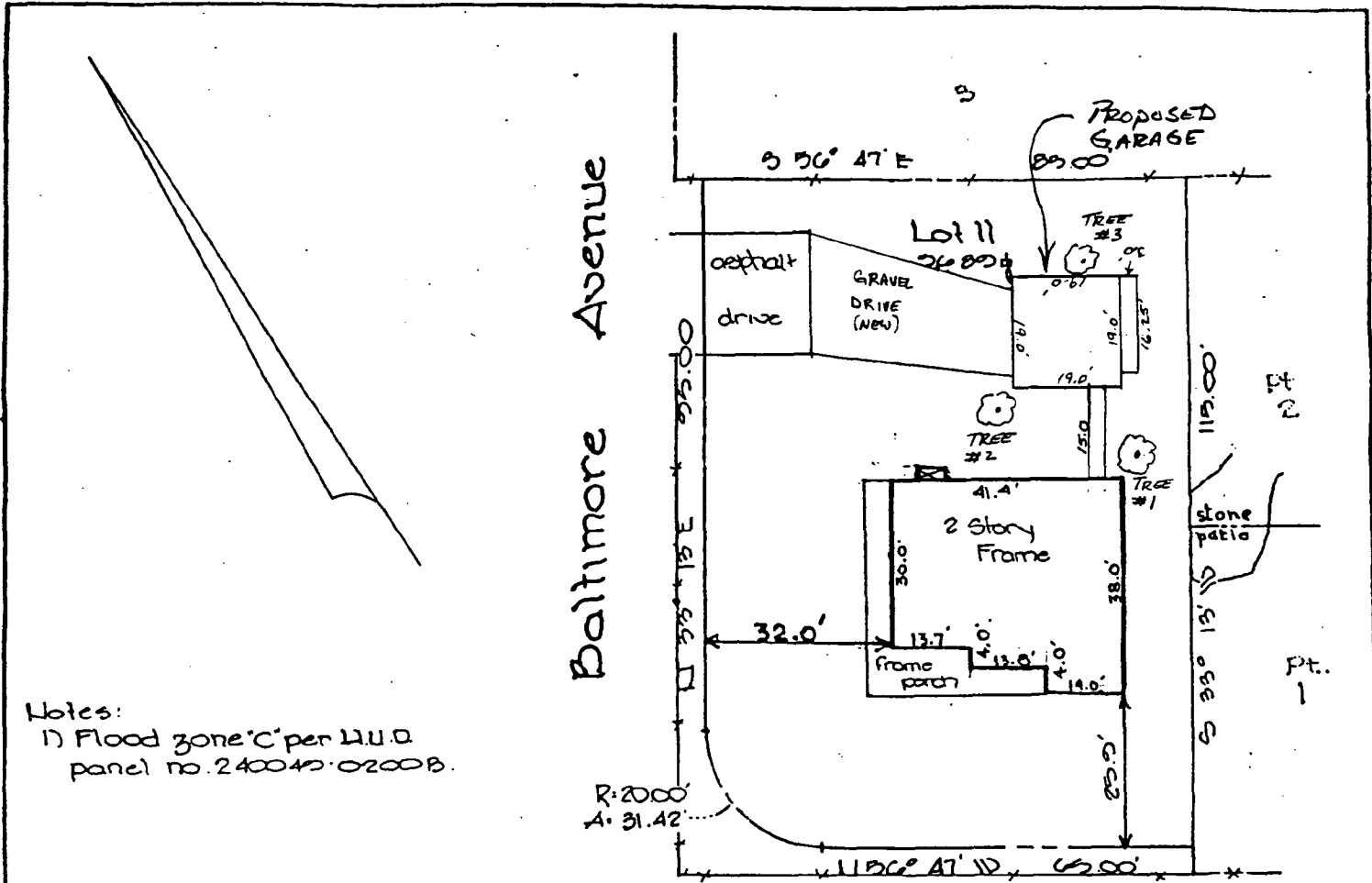
6. Name _____
Address _____
City/Zip _____

7. Name _____
Address _____
City/Zip _____

8. Name _____
Address _____
City/Zip _____

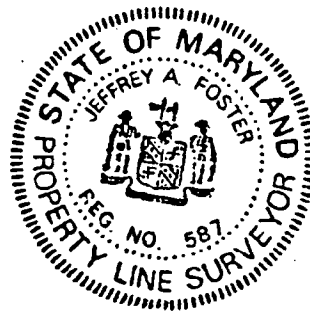
1757E

NOTE: This location for title purposes - not to be used for determining property lines. Property Corner Markers Not guaranteed by this location.




Notes:
 1) Flood zone 'C' per M.U.D. panel no. 240045-0200B.

Location of House
 Lot 11, Block 7B
 T.P.L. & T. Co's Subdivision
Takoma Park
 Montgomery County, Maryland.



Recertified: 16 July 92

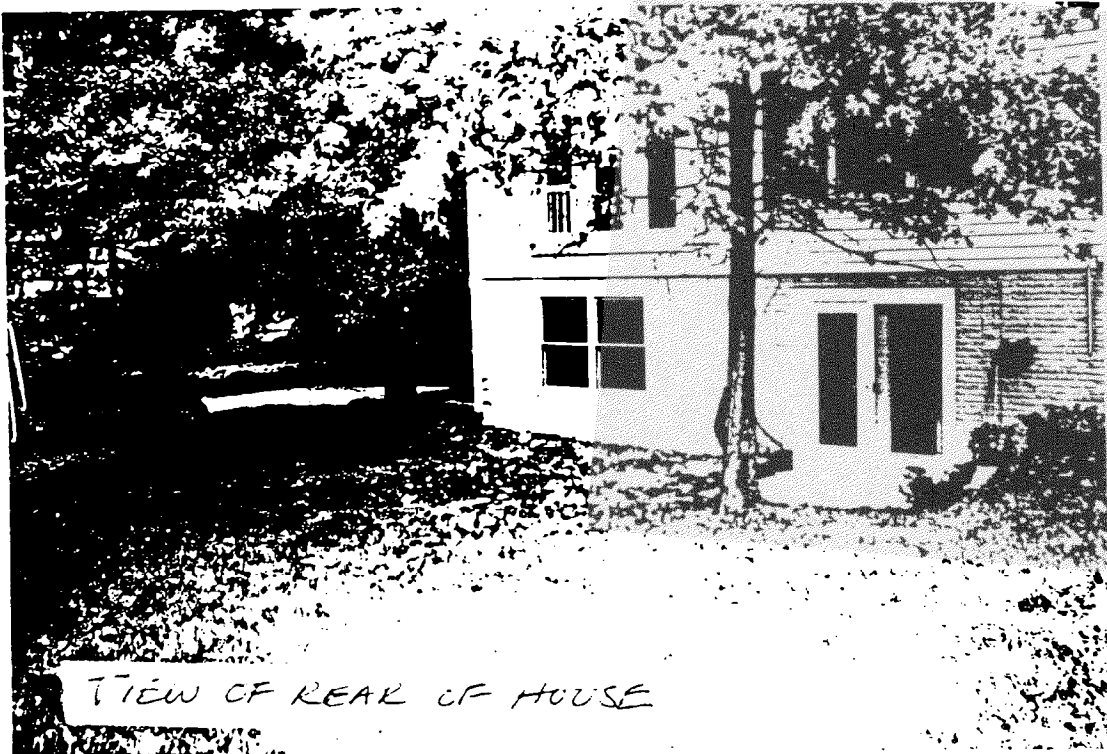
BUILDING LINE AND/OR FLOOD ZONE INFORMATION IS TAKEN FROM AVAILABLE SOURCES AND SUBJECT TO INTERPRETATION OF ORIGINATOR.

SURVEYOR'S CERTIFICATE "I HEREBY CERTIFY THAT THIS INSPECTION WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR REGISTERED SURVEYORS IN THE STATE AS ADOPTED BY THE MARYLAND SOCIETY OF SURVEYORS." <i>Jeffrey A. Foster</i> P.L.S. REGISTERED SURVEYOR MARYLAND NO. 587	REFERENCES PLAT BK. 70 PLAT NO. 662A	 SNIDER & ASSOCIATES SURVEYORS - ENGINEERS LAND PLANNING CONSULTANTS 2 Professional Dr., Suite 216 Gaithersburg, MD 20879 (301) 948-3100	SCALE: 1"=30' DRAWN BY: SLD JOB NO.: 01-0089
	LIBER FOLIO		

EINSTEIN RESIDENCE
7309 TAKOMA AVE.
GARAGE DECK PROJECT



VIEW FROM BALTIMORE AVE.

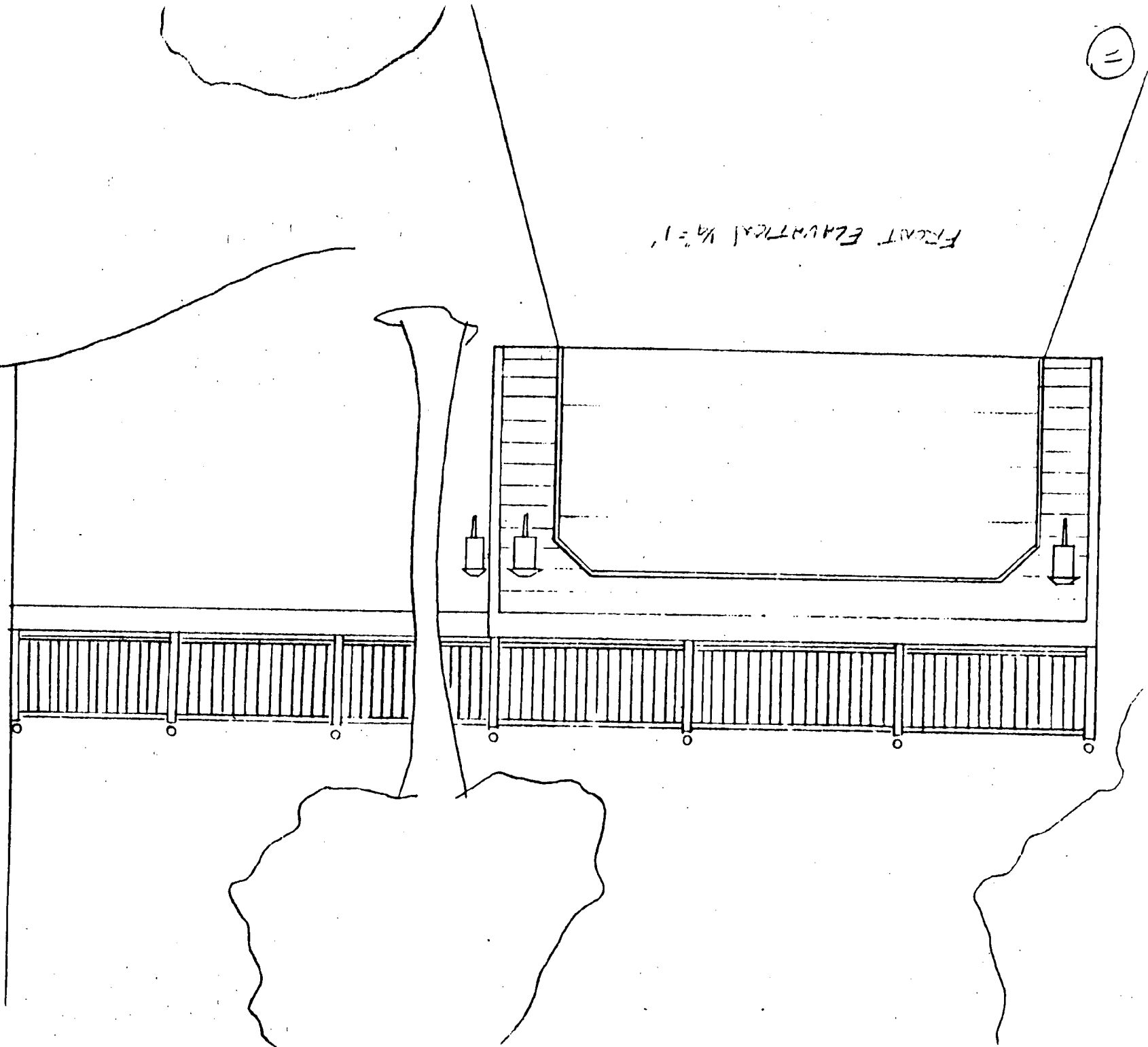


VIEW OF REAR OF HOUSE

FEI STEIN RESIDENCE
7309 TAROMA AVE.
GARAGE DECK PROJECT



EXISTS
HOUSE

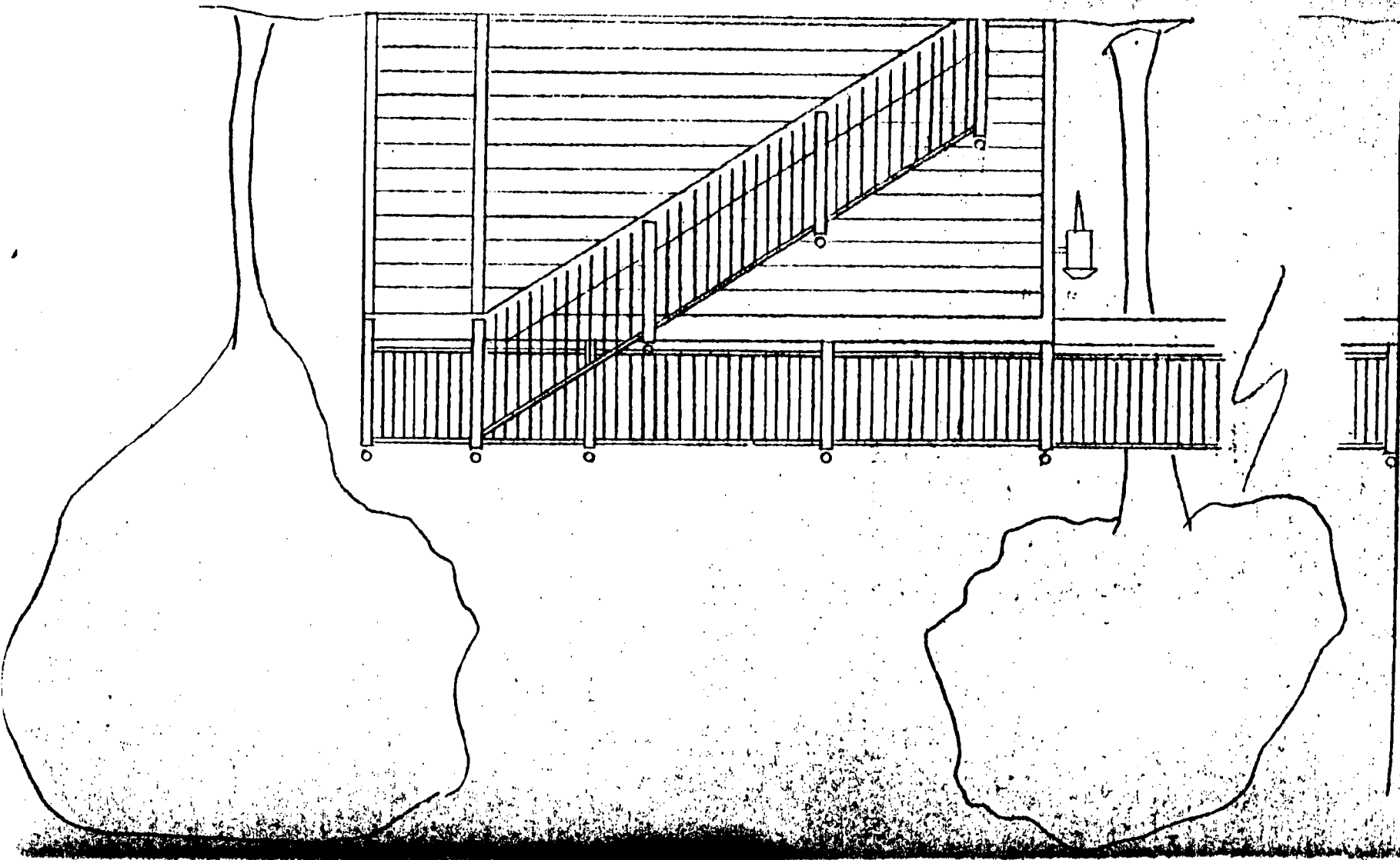


FRONT ELEVATION 1/4" = 1'

11

21

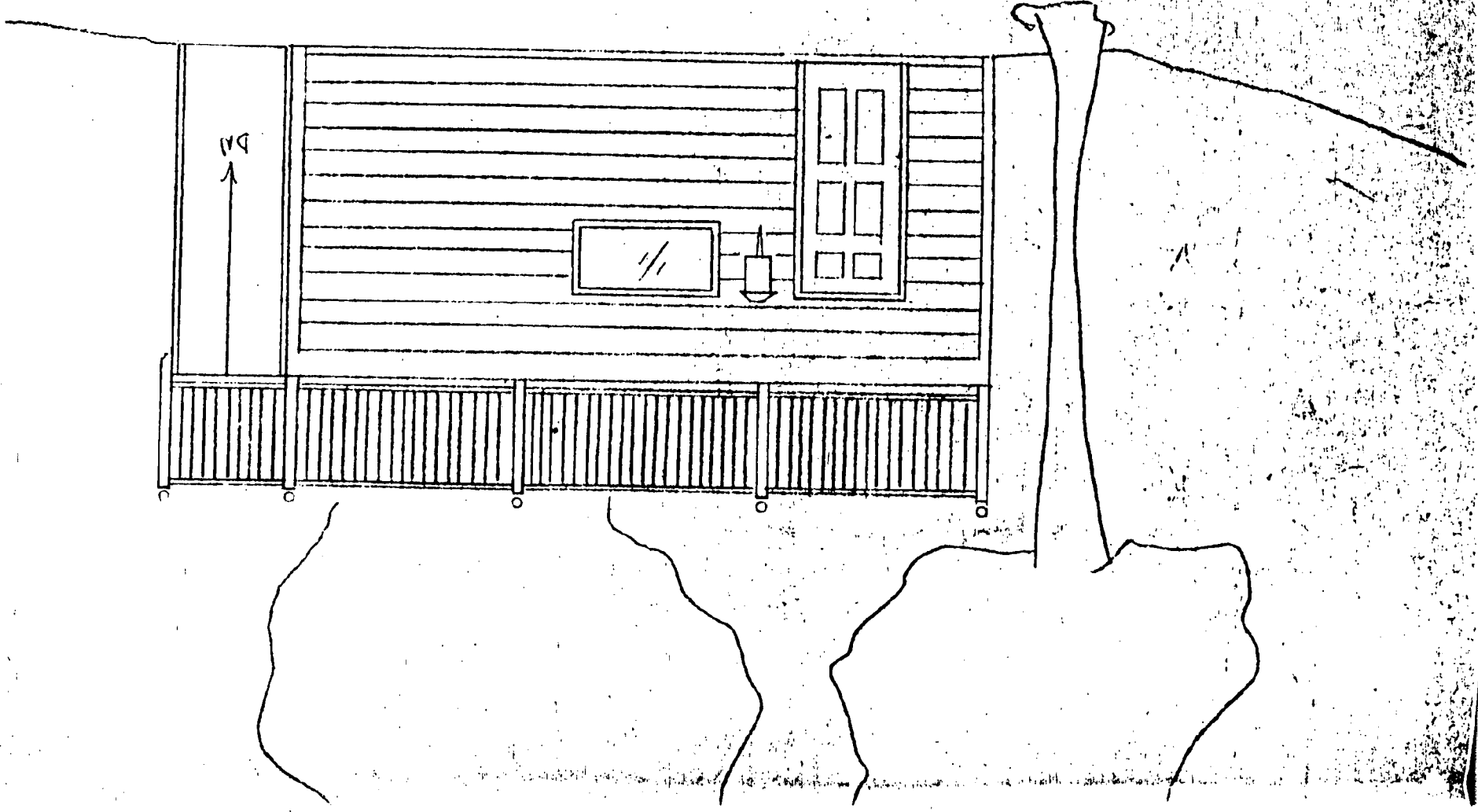
REAR ELEVATION 1/4" = 1'



EXIST'G HOUSE

3

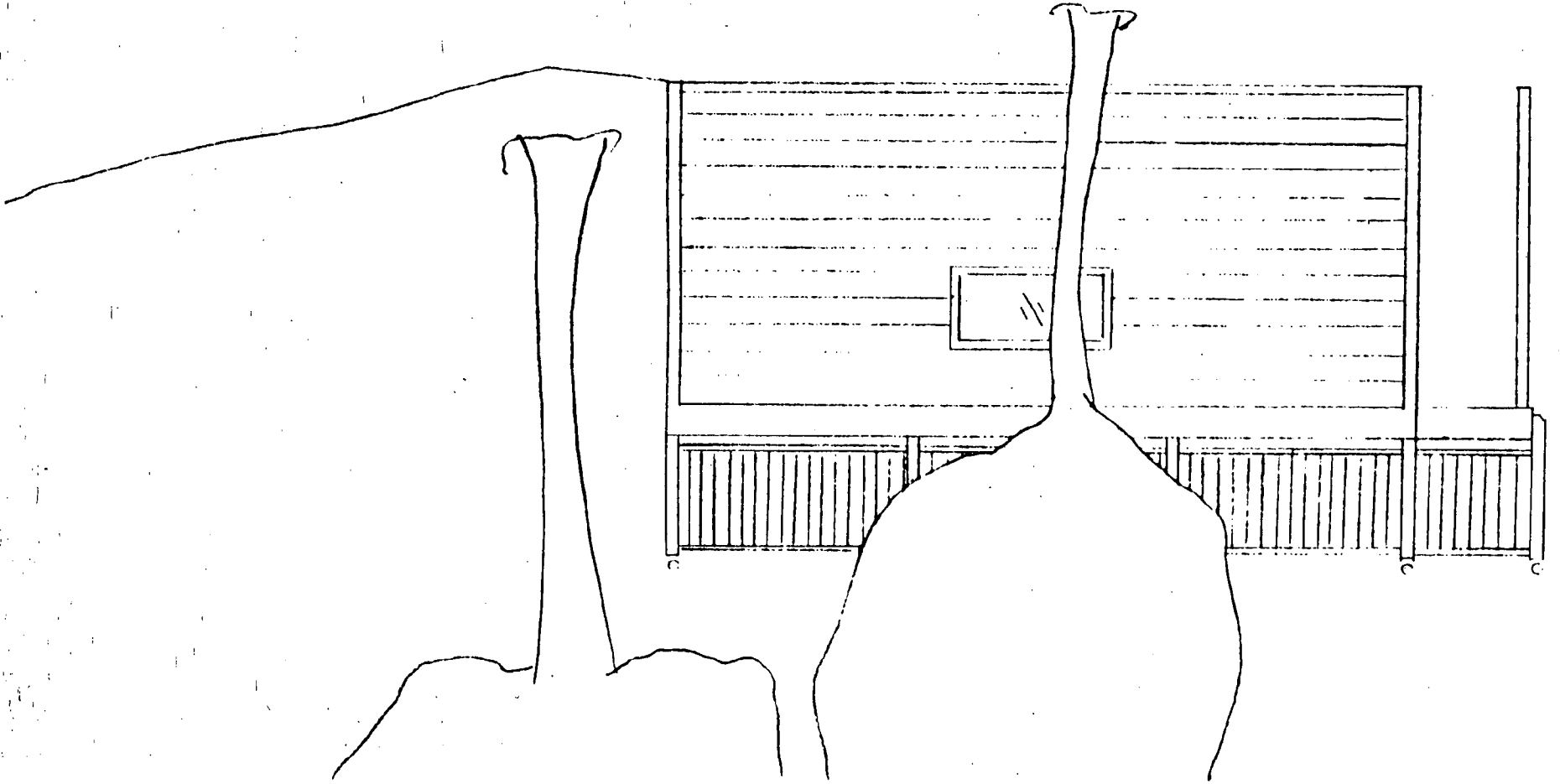
SIDE ELEVATION 1/4"=1'



21

GARAGE ADDITION
FEINSTEIN RESIDENCE
7309 TAKOMA AVE.
TAKOMA PARK, MD.

SIDE ELEVATION 1/4"=1'



MARYLAND CUSTOM
P.O.Box 370
Sandy Spring, Md. 20860
301-421-4242

Fine Construction and Woodworking

CONTRACT

This agreement is made this 16th day of January, 1993, between
, 'Owner', and Maryland Custom,
'Contractor', in consideration of the mutual promises made, the Owner
and Maryland Custom agree as follows:

1) **Work**

Maryland Custom agrees to provide all labor and materials necessary
for the complete and proper construction of the work known as:

Detached Garage
Feinstein Residence
7309 Takoma Ave.
Takoma Park, Md.

2) **Time of Commencement and Completion**

Work shall begin by 3/29/93.

Work shall be substantially completed by 4/26/93.

3) **Contract Sum**

The Owner agrees to pay Maryland Custom for the labor and materials,
subject to additions and deductions authorized by change orders, the
contract sum of: Seventeen thousand one hundred sixty-five dollars,
(\$17,165.00).

4) **Contract Payments**

The Owner agrees to make payments to Maryland Custom in the following
amounts on the following completion schedule:

* \$3862.00 deposit. *Paid (JAN 16) JAN 21, 93 # 1712 RS*

* \$3862.00 upon start of foundation pour.

* \$3862.00 upon start of siding.

* \$3862.00 upon start of roof deck.

*

* Unpaid balance due in full upon final completion of work in
accordance with this document, (\$1717.00).

15

5) Payments due and unpaid five days after completion of this contract
or completion of specific events under the payment schedule are
considered as "past due". All past due accounts are subject to
interest at the prevailing market rate established by national banks,
collection costs, and reasonable attorney fees of twenty percent (20%)
of the past due amount.

General Provisions Applicable
Unless Modified Under Section 6 of Agreement

- A) Contract Documents: The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. By executing the contract, the Contractor represents that he has visited the site and understands local conditions including state or local regulations and conditions under which the work is to be performed.
- B) Owner: Except as provided for in section 6, the Owner shall secure and pay for approvals, easement, assessments, and other charges required for construction, use or occupancy in advance of work. If the Owner fails to do so this contract is void. The Owner shall authorize the Contractor to enter upon the premises and to bring thereon such equipment necessary to perform the work. The Owner shall obtain, if necessary, permission for the Contractor to enter upon all adjoining properties to enable the Contractor to do and complete the work. The Owner shall permit the Contractor to use the Owner's utilities and assume all charges therefor. If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the agreement or general provisions, the Owner may order the Contractor in writing to stop such work, or a part of the work until the cause for the order has been eliminated.
- C) Owner Supplied Items: Maryland Custom assumes no responsibility for the condition or availability of pieces, products and/or parts therein of any materials supplied by Owner. It is understood that materials, or subcontractors, supplied by Owner will be on site as per schedule provided by Contractor and prior to commencement of work requiring those materials, or services. All efforts are made to overcome unforeseen circumstances in cooperation with the Owner. It is understood that in the event of Owner supplied materials, or subcontractors, being incomplete or damaged so as to cause a stop of work, the Owner will make every effort to minimize down time. Should this condition extend for more than 3 working days, the Owner agrees to pay a \$200.00 re-start charge at the time the work commences.
- D) Contractor: The Contractor shall supervise and direct the work and the work of all subcontractors. He shall use the best skill and attention and shall be solely responsible for all construction methods and materials and for coordinating all portions of the work. Unless otherwise specified in section 6, the Contractor shall provide for and/or pay for all labor

D) inery, transportation, and other goods, facilities, and services necessary for the proper execution and completions of the work. The Contractor shall maintain order and discipline among employees and shall not assign anyone unfit for the task at hand. The Contractor warrants the Owner that all materials and equipment incorporated are new unless otherwise specified and that all work will be of good quality and free of defects or faults. The Contractor shall pay all sales, use and other taxes related to the work unless otherwise specified, and shall secure and pay for building permits and/or other permits, fees, inspections and licensing necessary for completion of the work. The Contractor shall comply with all rules, regulations, laws, ordinances and orders of any public authority bearing on the performance of the work.

The Contractor is responsible for and indemnifies the Owner against acts of omission of employees, subcontractors and their employees, or others performing the work at the discretion of the Contractor. The Contractor will provide shop drawings, samples, product data or other information provided for by section 6. The Contractor shall keep the Owner's residence free from waste or rubbish resulting from the work. All waste, rubbish, tools, construction materials and machinery shall be removed promptly after the completion of the work by the Contractor. Materials and equipment removed and/or replaced as part of the work will belong to the Contractor unless otherwise specified in writing and agreed upon by the Contractor and owner. The Contractor shall pay all royalties, license fees, and shall hold the Owner harmless for loss on account thereof. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses, expenses, legal fees or other costs arising or resulting from the Contractor's performance of the work. The Contractor is not responsible for any damages to bushes, shrubs, lawn or driveways which could be caused by debris trucks, material trucks, excavation equipment or wheel barrows while the Contractor is working at said job site. The Contractor reserves the right to substitute materials that are equal in quality to those specified in the event the Contractor is unable to obtain specified materials in a timely manner from usual sources of supply, or in the event of a substantial price increase.

E) Subcontractors: Subcontractors shall be selected by the Contractor, except that the Contractor shall employ no subcontractor to whom the Owner shall have a reasonable objection, nor shall the Contractor be required to employ any subcontractor to whom the Contractor has a reasonable objection.

F) Existing and Concealed Conditions: The Contractor shall not be responsible for additional requirements mandated by county or state authorities to the existing structure or resulting from the existing structure, unless specifically noted. The Contractor shall not be responsible for existing damage or existing inadequacies of the existing structure affecting the work being performed by the Contractor, unless specifically noted.

- F) The Contractor shall not be responsible for concealed damage or concealed inadequacies of the existing structure affecting the work being performed by the Contractor. If requested, the Contractor shall submit in writing to the Owner, the additional costs to fix or modify such damage or inadequacies. The Owner has the right to perform the work necessary to rectify such damages or inadequacies. The Owner, must within a reasonable amount of time, notify the Contractor of the party selected to correct such damage or inadequacies. If, after a reasonable amount of time, the Owner fails to respond, the Contractor may, upon five days written notice to the Owner, and if not satisfied, terminate the contract and take such legal steps as necessary to recover payment for work completed and any proven loss sustained on wages, materials, equipment and machinery, subcontractors and related costs, as well as reasonable attorneys fees.

If unusual subsoil conditions, obstructions above or below grade, or facts known to the Owner and not disclosed to the Contractor require changes in work, any increase shall be paid by the Owner at the Contractor's regular price for such work. Should rock or other hard or similar material be encountered in the footing or any excavation on adjacent premises requiring use of either a compressor or blasting material, the extra cost will be paid by the Owner. Excavation does not assume the existence of filled ground, or ground of inadequate bearing capacity. If the Contractor is obliged to open up or remove the whole section of wall, floor, or ceiling, or any portion thereof, the Contractor will not be responsible for the removal of any hidden or concealed pipes, wires, ducts, or other obstructions which may exist, the removal of which may be necessary to complete the job, unless specified in this agreement. If such condition occurs, the Owner will be responsible for the relocation of said hidden and concealed obstruction or obstructions, and shall pay the Contractor therefor either as extra work or this agreement may be revised as to such specific items by a substitute arrangement or alternative method at the Owner's cost. Correction of existing, uneven or out of level or plumb walls, floors, ceilings and cabinets, building code violations, damaged pipes, inadequate wiring, deteriorated structural members, and the relocation or alteration of concealed obstructions, wiring, pipes or ductwork will be completed by Change Order.

- G) Existing Hazardous Materials: The Contractor is not responsible for the removal, control or containment in any way of any existing asbestos, asbestos-bearing products, Radon or other health endangering substance. The Owner shall be solely responsible for the assessment of, and testing related to, said substances.
- H) Disputes Arising During Construction: The parties agree that in the event of any dispute concerning any construction method or methods, materials, engineering criteria, code inter-

- pretation, local building codes requirements and usages, and/or other dispute which tends to impede progress of said construction, will be resolved by the Contractor. In the event that the Owner does not agree with the resolution, this contract may be declared in default by the Contractor with a five day written notice to the Owner, outlining the alleged areas of dispute. The Owner will be held responsible for all costs and materials etc. as outlined in Item N-Termination.
- I) Other Provisions: The Contractor retains all rights under the Maryland Mechanics Lien Law. The Contractor's acceptance of a note as evidence of debt or its taking of security shall not deprive the Contractor of rights under the Maryland Mechanics Lien Law. The Liquidated Damage Clause is not enforceable if the Owner rescinds under Federal Regulation Z or other applicable federal or state laws or regulations. The Owner will pay all monies to the Contractor in accordance with this agreement and may not withhold any monies due after the completion of the job, notwithstanding that some minor work may have to be rendered at a later date. Claims or disputes relating to the Agreement or General Provisions shall be resolved by the Construction Industry Arbitration Rules of the American Arbitration Association. Costs of this arbitration are to be divided equally among both parties.
- J) Protection of Property and Persons: The Contractor is responsible for initiating, maintaining, and supervising all necessary or required safety programs. The Contractor shall comply with all applicable rules, regulations, ordinances, orders or laws of federal, state, county or local government. The Contractor shall indemnify the Owner for all property loss or damage to the Owner caused by the Contractor's employees or his direct or sub-tier contractors.
- K) Insurance: The Contractor shall purchase and maintain such insurance necessary to protect the Owner from claims under workers compensation and from any damage to the Owner's property resulting from the conduct of this contract.
- L) Changes in the Contract: The Owner may order changes, additions, or modifications without invalidating the contract. Such changes must be written and signed by both the Owner and the Contractor. The Contractor shall provide the Owner in writing the amount of additional costs or cost reductions resulting from changes ordered within five working days unless this requirement is waived by the Owner. A \$50.00 administration fee will be charged per change order.
- M) Correction of Deficiencies: The Contractor shall correct promptly any work of his own or his subcontractors found to be defective or not complying with the terms of the contract. This warranty shall extend one year from the date of completion of the contract or longer if prescribed by law or by other

terms of this contract.

- N) Termination: If the work is stopped seven (7) days or more by a public authority through no fault of the Contractor or through act or neglect of the Owner, then the Contractor may stop work or terminate this contract and recover from the Owner payment of all work done as in this contract. If the Owner fails to make a payment under the terms of this contract (through no fault of the Contractor), the Contractor may upon five days written notice to the Owner, and if not satisfied, terminate the contract and take such legal steps as necessary to recover payment for work completed and proven loss sustained on wages, materials, equipment and machinery, subcontractors and related costs, as well as reasonable attorney's fees.
- O) Licensing: All home improvement Contractors and subcontractors must be licensed by the Home Improvement Commission. All inquiries about a Contractor should be transmitted to the Home Improvement Commission, telephone: 301-333-6309.

6)

Addendum

- * Contractor will endeavor to minimize damage to tree roots during excavation; however, contractor makes no warranty or representation as to the continued health or life of effected trees.
- * The implementation of this contract is pursuant to permit approval by Montgomer County Historic Commission and building department.

General Description

- * Construction of detached garage, 19'x19', at 7309 Takoma Ave.
- * Excavate for concrete monolithic garage slab.
Bottom of footings to be minimum of 24" below grade.
Install 4" base of #6 bluestone, poly vapor barrier, 6/6 #10 WWM, two #4 rebar, continuous in footing.
Concrete slab to be 4" thick, 2000 psi at 28 days.
- * Install 4" concrete pad at side entry door, 3'x3'.
- * Install 4" concrete pad at base of steps, approx. 3'x3'.
- * Install 4" concrete drain apron with approx. 15 lineal feet of metal drain grate. Apron to drain into 4" flex pipe buried in ground and exiting at rear of yard.
- * Frame 2"x4" stud walls, 16" o.c., with 1/2" CDX plywood sheathing, 'Tyvek' over framing.
- * Install steel roof support 'I' beam and post.
- * Frame 2"x8" raftered roof, 16" o.c., with 3/4" tongue and groove plywood sheathing.
- * Install rolled selvage roof covering.
- * Install one 3'x6'8" six panel steel entry door with latch and dead bolt.
- * Install one 15'x7' garage door with automatic screw drive opener. Chosen by owner.
- * Install two 4'x2' single pane fixed windows.
- * Install aluminum double 5 siding, dove grey, over garage with 5/4"x8" finger joint redwood frieze and 5/4"x4" finger joint redwood corner batts.
- * Install four exterior wall lamps, one garage fluorescent.
- * Replace kitchen entry exterior wall lamp with motion sensor dual flood light.
- * Install four three way switches.
- * Install one weatherproof duplex outlet on deck, two duplex outlets in garage.
- * Install 13 integral 4"x4" pressure treated handrail posts around roof perimeter and flash into roof membrane.

- * Install 2"x4" pressure treated sleepers flat on roof deck with 5/4"x6" pressure treated eased edge decking.
- * Construct catwalk to house using three double 2"x10" pressure treated beams, 4"x4" pressure treated rail posts and 5/4"x6" pressure treated eased edge decking.
- * Construct stair landing, 2"x8" pressure treated, 16" o.c., over 4"x4" pressure treated support posts with 5/4"x6" pressure treated eased edge decking.
- * Garage post and deck support posts to rest on 2'x2'x1' concrete pier footing, concrete column to grade.
- * Construct deck stairs using three 2"x12" pressure treated stringers, 4"x4" pressure treated rail posts, 5/4"x6" eased edge decking.
- * Handrails to be beveled 2"x4" pressure treated rail cap, 2"x2" pressure treated vertical pickets, 4" o.c., 2"x4" pressure treated cap. Handrails to be set between rail posts. Rail posts to receive ornamental ball cap.
- * Install 5" ogee continuous aluminum gutter and downspout at rear of garage.
- * Tie in drain tile from existing downspouts and exit at rear of yard.
- * Paint wood trim one coat primer, two coats oil base exterior paint.
- * Install 4" #6 bluestone gravel in drive.
- * Regrade disturbed soil areas and reseed.
- * There are no building permit fees included in this price.

Allowance Items

- | | | |
|---|---------------------|----------|
| * | Garage door opener | \$700.00 |
| * | Electrical fixtures | \$210.00 |

Homeowner/Contractor Agreement

Owners CHARLES FEINSTEIN & VICTORIA PINPINK-FEINSTEIN

Street 7309 TAKOMA AVE.

City/State/Zip TAKOMA PARK, MD 20912

Telephone 301-587-8576

Contractor Maryland Custom

Contact Person John R. Stathem

Street P.O. Box 370

City/State/Zip Sandy Spring, Md. 20860

Telephone 301-421-4242

Signed

Charles Feinstein (Seal) Owner
Victoria Feinstein (Seal) Owner

John Stathem (Seal) Contractor

16 JAN 93 Date

11/01/93 Date

FEINSTEIN RESIDENCE
7309 TAKOMA AVENUE
GARAGE/DECK PROJECT

TREE SURVEY

Present Situation

The proposed project is located at the rear corner of a ~9,700 sq. ft. flat to gently sloping, landscaped wooded lot. Some 12 trees dot the property (11 medium to large trees and one small evergreen). Species represented include oaks (7), holly (2) and walnut. Their locations are indicated on the attached drawing.

Potential Effects

Three of the twelve trees are potentially affected by the planned construction (these are labelled *Tree #'s 1-3* on the drawing). At the property owners' request, the trees were surveyed and evaluated by Bob White Tree Service of Beltsville, a recognized tree expert serving the Takoma Park community. A copy of their report is attached, and is summarized as follows:

- **Tree #1** - This is a fairly tall oak tree of 18" diameter (at breast height) near the rear corner of the recently constructed house. The tree specialist estimates that this tree has a 50/50 chance of long-term survival, regardless of the proposed garage construction. The tree root systems have likely been severely impacted by the foundation work of the house and the tree will never be able to properly develop due to its proximity to the existing structure.
- **Tree #2** - Is a 10" diameter (DBH) tree of indeterminate species (possibly maple or ash). The tree is presently in good health but may be adversely affected by the planned foundation work, depending on the depth and extent of its root system.
- **Tree #3** - Is a 12" diameter (DBH) holly tree of medium height. The tree appears to be in excellent health despite its recent transplant by the house builders. Bob White's Tree Service estimates that the holly will probably survive in spite of any adverse effects from the garage construction.

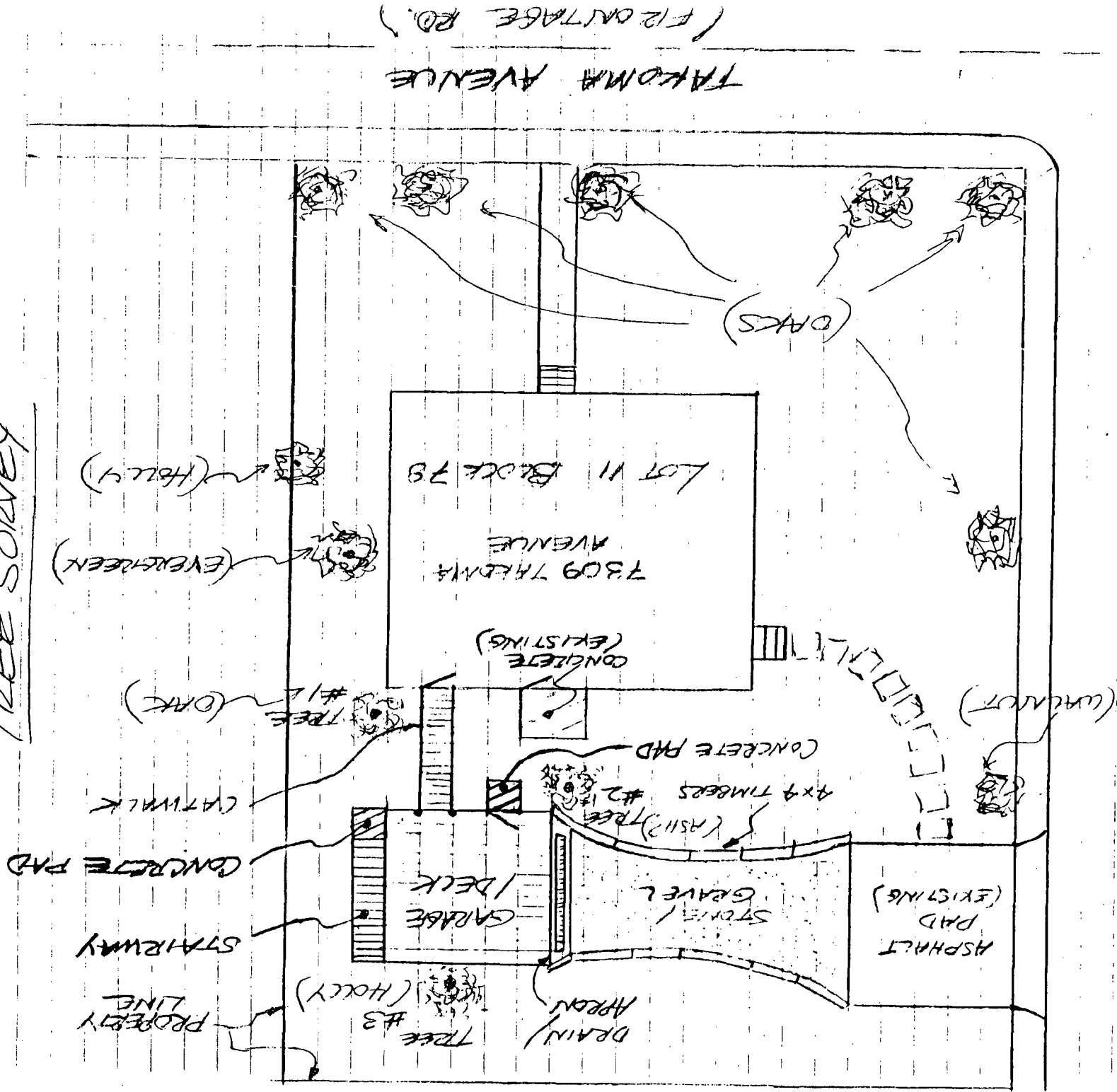
Summary

In sum, of the three trees potentially impacted, only one tree of 10" diameter is under significant threat from the garage construction. Substantial tree cover is provided by other major trees around the project property.

Attachments: Tree Location Diagram
Report of Bob White's Tree Service

FEINSTEIN RESIDENCE
GARAGE / DECK PROTECT
TREE SURVEY

DATE
11/8/93



Proposal

FROM

BOB WHITE'S TREE SERVICE
12525 Old Gunpowder Rd.
Beltsville, MD 20705

Proposal No.

1421

Sheet No.

1

Date

10/6/52

Proposal Submitted To

Work To Be Performed At

Name Finstein
Street 7309 STARKA RD.
City S.D.
State MD
Telephone Number _____

Street Stark
City _____ State _____
Date of Plans _____
Architect _____

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

Remove one Root of House on corner -

Probability of tree dying is 50/50 tree is one sided and probably
had roots severely cut when foundation was poured, this tree
will become heavy on one side because it will always need
to be trimmed off house

Remove one tree near of house - this tree is too close to
the house and will never be able to develop properly

Both trees may also suffer in near future from ground cuttings

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

Dollars (\$ 450.00).

with payments to be made as follows:

in full upon completion

THREE ONLY
LEAVE 1.000

Any alteration or deviation 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 WATERBURY INSURANCE (LTD)

NO STATE INC FUND. (COMP.)

Respectfully submitted

Ray Lee - 455-5458

Per _____

Note — This proposal may be withdrawn by us if not accepted within _____ 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.

Accepted _____ Signature _____

Date _____ Signature _____

27

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION
8787 GEORGIA AVENUE
SILVER SPRING, MARYLAND 20907**