DeKalb County Historic Preservation Commission

Monday, April 15th, 2024-6:00 P.M.

Staff Report

Consent Agenda

A. 889 Artwood Road, Eric Mintz and Maria Ribeiro. Replace and narrow driveway. 1246959.

Built in 1950 – Nonhistoric (15 244 02 004)

This property is located in the Artwood Character Area and is not located in a National Register Historic District.

- 04-03 889 Artwood Road (DH), Eric Mintz. Change-out nonhistoric windows and doors. **Approved.**
- 11-05 889 Artwood Road (DH), Jeffrey L. Hayden. Replace part of driveway with grass, part with a stone walk, and plant trees. **Approved**.

Summary

Applicant proposes removing the apron of the asphalt and gravel driveway where it meets the sidewalk along Artwood Road and replacing it with concrete pavement. Applicant also proposes removing a 100-foot portion of the driveway on the right side in order to expand the font yard and narrow the driveway by three (3) feet.

Recommendation

Approve. The proposed changes do not appear to have a substantial adverse effect on the property or the district. This application appears to meet the guidelines and the staff recommends approval.

Relevant Guidelines

- 5.0 Design Review Objective (p45) When making a material change to a structure that is in view from a public right-ofway, a higher standard is required to ensure that design changes are compatible with the architectural style of the structure and retain character-defining features. When a proposed material change to a structure is not in view from the public-right-way, the Preservation Commission may review the project with a less strict standard so as to allow the owner more flexibility. Such changes, however, shall not have a substantial adverse effect on the overall architectural character of the structure.
- 9.5 Parking (p90) Recommendation It is preferable to expand an existing driveway for parking rather than to add a separate parking pad, since the result is usually less paved surface. Plant materials can be added around parking spaces to visually buffer the parking from the street.
- 11.0 Nonhistoric Properties (p93) <u>Guideline</u> In reviewing an application for a Certificate of Appropriateness for a material change to a nonhistoric building, the Preservation Commission should evaluate the change for its potential impacts to any historic development (architecture and natural and cultural landscapes) in the area of influence of the nonhistoric property. Guidelines presented in Section 7.0: Additions and new Construction are relevant to such evaluations.



Development Services Center 178 Sams Street Decatur, GA 30030 www.dc.kaibcounty.ga.gov/pl.unning 404-371-2155 (o); 404-371-4556 (f)

Chief Executive Officer Michael Thurmond DEPARTMENT OF PLANNING & SUSTAINABILITY

Interim Director Cedric Hudson

Application for Certificate of Appropriateness

Date submitted: March		ate Received	mintz@gma		
Address of Subject Property:	889 ARTWOO	DO ROAD	NE At	Jenta GA 30	307
Applicant: Eric Min	112 3 Mario	· Ribeiro E	Mail eric	& MINEZ BUM	al ron
Applicant Mailing Address:	389 ASK WOO	1 Roud NI	E A	CA 7.0	200
Curincapaca	ted Dekalh	LOSULU)	, MXC	witch, on yo	30 1
Applicant Phone: 678-8			377	2171	
Applicant Phone: U. U.	o the le	(11) 404 3	73 76	063 (HOME)	
Applicant's relationship to the ow	mer: Owner	Architect C	ontractor/Build	er Other	
· 中華· · · · · · · · · · · · · · · · · ·					
Owner(s): ENC MIN	47	O N	************	*************	
Owner(s): Maria R		Email: C11	CCM11	rzegmail. c	on
	The second secon	Email:	11- A		
Owner(s) Mailing Address: 8					
Owner(s) Telephone Number: 6	78-848-10	120 (iell)	4043	737063 Ch	ONIES
Approximate date of construction of	of the primary structure on	the property and any	other structures	s affected by this project	4 29,20
Nature of work (check all that apply				and this project.	
	New construction	New Accessory Bu	ilding [Other Building Changes	
	Demolition Addition	Landscaping		Other Environmental Change	es 🔲
Description of Work:	Moving a Building	Fence/Wall Sign Installation		Other	A
	and the same of th				
removing Agono the street an Fer dividually en	it avegrave	larow dri	O Como u	al where it	Meers
the gover an	ic replactive	TIL WIL	MICPNIC	rete pade men	1+
xer amount en	trance and i	side walk.	ALSPER	enio only agola	let.
for diveway en for 100 feet of namow drive wa	orreway on	eside to	expand	Front yate	ald to
man prive wa	9.			N	

This form must be completed in its entirety and be accompanied by supporting documents, such as plans, list of materials, color samples, photographs, etc. All documents should be in PDF format, except for photographs, which may be in IPEG format. Email the application and supporting material to plansustain@dekaibcountypa.gov and pivennings@dekaibcountypa.gov. An incomplete application will not be accepted.

Signature of Applicant:

EMMINEZ Moria

Enc. Parise V. Dennings
Re: Sidewalk Repair and narrowing of driveway at 889 Artwood Road
Friday, March 22, 2024 6:44:35 PM

The standard and recognition of the standard and standard and

Thank you, Paige. I looked at the signed agreement (attached) and found that they describe the work on pages 1 and 2. Since the document is very light I copied and pasted what I think are the most relevant sections below. Please let me know if this will suffice as a site plan. If not, I will have to ask Sudlow Concrete to provide a proper site plan which might take some tiome.

Thanks and have a good weekend,

Page 1

Pre-existing concrete will be removed and hauled away or disposed of. Site will be prepared for new concrete; surface roots removed and hauled away. Gravel added as needed on a per Job basis.

./ corlcrete to be 4"-5' thick 4,000 pst. = (4,900 pSt after 2g days)

J Concrete reinforced with monofilament microfibers and steel rebar every 36". Dowel in rebar to existing concrete if applicable.

.rGrade fcr proper sloping and to direct water away from horne. Levels checked with a laser uri:err appropriate.

./ Broom finish with picture framed control joints and edges.

V Control joints will be installed every 8'-10' across. Control joint dov,m the center if wider than !2',.

t pvc conduit under driveway for future sprinkler system or electrical wirings; available upon written request to the office within 36 business hours prior to start date.

./Work area to be cleaned once job is complete.

Page 2

Replace the apton of the driveway -9'x25'. Remove and leave as dirt the asphalt on the right side of the driveway 63'x3' and around the trees near the house. s4.400.00

On Fri, Mar 22, 2024 at 2:58 PM Paige V. Jennings pvjennings@dekalbcountyga.gov> wrote:

Good Afternoon,

Thank you for submitting the requested documentation – it has been added to the record for the application.

Best,

Paige







From: Eric Mintz < ericdmintz@ernail.com>
Sent: Friday, March 22, 2024 2:48 PM
To: Paige V. Iennings < rapicnings Sudehalboountvea.gov>
Subject: Re: Sidewalk Repair and narrowing of driveway at 889 Artwood Road

Thank you, Ms Jennings. I am sending the photos as attachments to this email. If I'm not mistaken, the agreement with SUDLOW Concrete specifies the materials to be used to replace the parts of the driveway entrance that will be removed. I can check that when I get home. I don't recall seeing a drawing of the site, but in the document from Sudlow Concrete I believe they do mention the dimensions of the site that will be worked on. Again, I will check on this when I get home later this afternoon.

Sincerely,





On Fri, Mar 22, 2024 at 12:58 PM Paige V. Jennings pvjennings@dekalbcountyga.gov wrote:

Good Afternoon

Thank you for submitting your application!

In order to complete the application, please provide additional documentation including representative photographs of the driveway, a site plan to show the location of the driveway, and information regarding the replacement materials for the driveway. Without these documents, the application will not be considered complete.

Best,

Paige



From: Eric Mintz <ericdmintz@gmail.com Sent: Thursday, March 21, 2024 10:41 AM

To: Paige V. Jennings swjennings@dekalbcountyga.gov
Subject: Re: Sidewalk Repair and narrowing of driveway at 889 Artwood Road

I have attached the approved Right of Way Encroachment permit which we just received from Patrece Keeter at Dekalb County.

Please let us know if anything else is needed.

Thank you,

On Thu, Mar 21, 2024 at 9:31 AM Eric Mintz <ericdmintz@gmail.com> wrote:

Thank you.Ms Jennings. Please find attached the first page of the request for a Certificate of Appropriateness signed and dated by my wife and I. Please let us know if this is sufficient or if should send other pages. I can also send pictures of the driveway and the agreement we have with Sudlow Concrete to do the work on May 29, 2024.

We appreciate your help with this request.

Eric and Maria

889 Artwood Road NE

Atlanta, GA 30307

On Tue, Mar 19, 2024 at 4:47 PM Paige V. Jennings pvjennings@dekalbcountyga.gov wrote:

Good Afternoon,

Thank you for reaching out!

Since there will be a material change in the appearance of the property, a COA will be required. Applications for the April HPC meeting are currently being accepting until this Sunday, March 24th. A copy of the application packet and the 2024 HPC calendar are attached – please complete the application form and provide the required documentation before Sunday in order to be added to the agenda for next month's meeting.

Please let me know if there are any questions or if I can be of any assistance at this time.

Thank You,





Senior Planner (they/them) Senior Planner (truey) trem; Historic Preservation Planning & Sustainability Department Current Planning Division pyjennings@dekalbcountyga.gov 470.829.7341 County Cell



DeKalbCountyGa.gov/planning

From: Eric Mintz <ericdmintz@gmail.com>
Sent: Monday, Narch 18, 2024 10:13 PM
To: Paige V. Iennings capiennings: deletalnocuntyea.gov>: Bragg, Rachel L. <RLBrage@dekalbcountyea.gov>
Subject: Sidewalk Repair and narrowing of driveway at 889 Artwood Road

Dear Ms Jennings and Ms Bragg,

I have been in touch with Karen Hunter from the DHCA about a planned repair to our sidewalk/driveway and she recommended that I reach out to you for a Certificate of Appropriateness

We bought and moved into this house in 1996, and the people we bought it from said that the person they had bought it from about 20 years earlier had doubled the width of the driveway and made it a full U-shaped driveway. About 5 years after we moved in a big oak tree fell and destroyed part of the U, so we decided to enlarge our front yard and retain only the double-wide straight part of the driveway from the street to the house, with a small parking pad leading to the front proch. We are now ready to shrink the width of the remaining driveway by about 5 feet repair the pot-holded mess it has become where the sidewalk used to be (pictures available on request). This will be a second step towards returning the property to the way it was originally designed and built, and will give us the opportunity to plant more trees and bushes in our front yard and capture more rainfall.

I've attached the estimate we received from Sudlow Concrete who we have agreed would complete the work on May 29, after the Fernbank Elementary School around the corner has closed for the summer.

	Please let me know how we should apply for a Certificate of Approproiateness from the Historic Preservation Commission.
	Thank you very much for any guidance or advice you may be able to provide.
	Best wishes,
	Eric Mintz and Maria Ribeiro
	889 Artwood Rd NE
	Atlanta GA 30307
	PS Because we are in unincorporated Dekalb County, we are going to reach out to Patrece Keeter with Dekalb Planning to seek a approval of a Right of Way Encroachment Permit within the next week or two

PERMIT II	5 10721
	2-10/31

DEKALB COUNTY UTILITY AND ENCROACHMENT PERMIT REQUEST
DATE: March 19, 2024 YOUR APPLICATION OR JOB NO.
COMPANY NAME:
REQUESTED BY: Eric Mint > 7 Maria Ribaro TITLE
ADDRESS: 339 ACE WOOD ROAD NE
CITY: 11 ON 10 STATE: GA ZIP CODE: 30-307
PHONE: 4843737663 MOBILE NO.: 678 848 1420
24 HOUR CONTACT: ECIL MINEZPHONE NO: 678 B48112 MOBILE NO: 678 B48112 (24 hour contact person and at least one person on-site must be able to effectively communicate with the Department)
TYPE OF UTILITY: (CHECK ALL THAT APPLY) (CHECK ALL THAT APPLY) (CHECK ALL THAT APPLY) (Attach site plans showing locations.)
ti GAS ti ROAD CUT (sq. ft. =)
TELECOMMUNICATIONS DI AFRIAL UTLITY WORK
D POWER D BORE UNDER ROAD (length =)
□ WATER □ BORE OUTSIDE ROAD (length =)
D SEWER FI NEW POLES (# =)
CI SMALL CELL CI TRENCH OUTSIDE ROAD (length =)
LOCATION: Dr. J. d Hills Sidewalle Reply 3801 A Chured Road NE
FROM: Nay 29, 2024
TO: May 29, 2024
Estimated Start Date: 100 4 29, 2024 Estimated Completion Date: May 29, 2024
(FOR UTILITY PERMITTING SECTION ONLY)
For road cuts, age of roadway surface is: 0 – 4 years (100 feet of mill and overlay required on each side of road cut)
4 - 7 years (50 feet of mill and overlay required on each side of road cut) Older than 7 years (patch only)
Any mill and overlay required is to be minimum 1-1/2 inch thick and match surrounding roadway surface
Permission is granted to make the above described Utility Facility Encroachment in accordance with the plans and provisions hereof. This permit is to be strictly constructed and no work other than that specifically described above is hereby authorized—subsequent normal maintenance excepted. Permit granted this day of day of 20.
DEKALB COUNTY TRANSPORTATION
BY: Latrece Meile
E-mail Utilities Coordinator 48 Hours Prior To Reginning Work

DeKalb County Public Works Transportation Division PERMIT # S-1873/

GENERAL PROVISIONS

 It is expressly stipulated that this permit is a license for permissive use only and the placing of facilities upon public property pursuant to this permit shall not operate or vest any property rights in the holder of the permit.

- 2. Prior to the initiation of any work under this permit, the permittee shall determine the location of any and all other installations for utilities upon, over, or across the right-of-way and shall install, operate, and maintain the facilities in such a manner as not to damage or interfere with the operation of its existing facilities.
- 3. Whenever necessary for the construction, repair, improvement, maintenance, safe and effective operation, alteration or relocation of all or any portion of the roadway or other County facilities, as determined by DeKalb County, and at the sole expense of the permittee unless reimbursement is authorized by separate agreement, should the permittee fail to remove or relocate facilities, upon due notice from the County, permittee shall be liable for any extraordinary cost or damages incurred by DeKalb County as a result thereof.
- 4. Permittee agrees to indemnify and hold harmless DeKalb County and all officers, employees, or agents of DeKalb County or any political subdivision thereof, against any and all claims, damages, demands, actions, causes of action, cost and expenses of whatsoever nature, which may result from any injury to or the death of any persons, or from the loss of or damage to, property of any kind or nature, when such injury, death, loss or damage arises out of the construction operation, maintenance, repair, removal, or relocation of the facilities covered by this permit.
- 5. DeKalb County, its engineers, officers or employees shall not be held responsible or liable for injury or damage that may occur to facilities covered by this permit, or to any connection or connections thereto, by reason of County maintenance and construction activities or County contractor or permittee operations, DeKalb County's contractor shall not be held liable for any damage that may occur to utility facilities if the permittee has been notified of a construction conflict and given reasonable time to mark or relocate its facilities but has failed to do so.
- 6. If DeKalb County undertakes to improve this roadway or other County owned facilities it shall be the responsibility of the permittee to plan with DeKalb County and its contractor a schedule which will clearly set forth at which state of operations the permittee will be required to perform any adjustment to its facilities necessary to accommodate the County improvements.
- 7. During initial installation or construction of facilities authorized by this permit, or during any future repair, removal, or relocation thereof or any miscellaneous operations, the permittee shall at all times maintain flagman, signs, lights, flares, barricades, and other <u>safety devices in accordance with The Manual on Uniform Traffic Control Devices</u> and as may be necessary to properly protect traffic upon the roadway and to warn and safeguard the public against injury or damage.
- 8. It is the permittee's responsibility to verify the limits of public right-of-way and perform land surveying if necessary for location of the utility facilities authorized hereby.
- 9. No inherent or retained right or privilege of any abutting property owner is affected by this permit nor is DeKalb County responsible for any claim which may develop between the permittee and any property owner concerning the use of the right-of-way. Permittee is responsible during installation of its facilities for restoration of driveways to the owner's satisfaction. The permittee

DeKalb County Public Works
Transportation Division

PERMIT #	-	101
	5-1	8151

will be required to replace any disturbed area with "in kind" materials throughout entire permit area unless a satisfactory replacement is approved by the County and abutting property owners.

- 10. Approval of this permit does not constitute approval of design (or construction details) for the proposed facilities. Applicant is responsible for compliance with all applicable governmental codes and regulations.
- 11. Use of explosives within the County right-of-way is prohibited unless approved by a separate permit.
- 12. Permittee shall be responsible for obtaining approvals for the proposed installation which may be required by any local government or agency on roads or streets under their jurisdiction.
- 13. Permittee shall give DeKalb County a minimum of 24 hour notices prior to beginning any work under this permit.
- 14. This permit shall be void unless work hereunder is begun within ninety (90) days of the date of its approval.
- 15. The provisions of this permit are regulatory and not contractual, no interest or right of an applicant granted by this permit may be transferred to another except written consent of DeKalb County.
- 16. This permit may be revoked at the discretion of DeKalb County upon thirty (30) days written notice to the permittee.
- Utility cuts in county maintained roads shall be made and repaired per requirements in the GDOT Utility Accommodation Policy and Standards.
- 18. Permittee shall be responsible for obtaining any other State and Federal permits necessary for work performed under this permit.
- 19. The permittee's attention is drawn to the requirements of The Georgia Sedimentation and Erosion Control Act. If strict adherence to those requirements are not met, the County has the authority to revoke this permit.
- 20. Permittee shall be responsible for permanently patching any pavement cut and maintaining the patch should it become settled, cracked, broken or otherwise faulty.

SPECIAL PROVISIONS

agrees to follow the a	bove general provisions and special provisions.
	Signature:
	Name:

*	

In Business Since 2000 Industry Experience Since 1994

Owner
Phone: 404-285-5995
Bill@sudlowconcrete.com



AARON MARCINOWSKI Co-Owner Phone: 404-710-4537 Aaron@sudiowconcrete.com

4934 Lavista Road • Tucker, GA 30084 • Office 404-450-3753 www.sudlowconcrete.com

Name: Eric Mintz

Address.889 Artwood Rd NE, Atlanta, GA, 30307

How did you hear about us? referral

SUDLOW CONCRETE Products and Services Include:

Today's Date: February 05, 2024
Email Address: <u>ericdmintz@gmail.com</u>
Main Phone: (678) 848-1420

- Pre-existing concrete will be removed and hauled away or disposed of. Site will be prepared for new concrete; surface roots removed and hauled away. Gravel added as needed on a per job basis.
- ✓ Concrete to be 4"-5" thick 4,000 PSI = (4,900 PSI after 28 days).
- Concrete reinforced with monofilament microfibers and steel rebar every 36". Dowel in rebar to existing concrete if applicable.
- Grade for proper sloping and to direct water away from home. Levels checked with a laser when appropriate.
- ✓ Broom finish with picture framed control joints and edges.
- ✓ Control joints will be installed every 8'-10' across. Control joint down the center if wider than
 12'.
- → PVC conduit under driveway for future sprinkler system or electrical wirings; available upon written request to the office within 36 business hours prior to start date.
- ✓ Work area to be cleaned once job is complete:
- ✓ Payment is due the day concrete is poured. (4% convenience fee will be applied to credit card transactions. We accept Visa, Mastercard and Discover).



- */ 5 Year Transferable Warranty If any section of your concrete cracks larger than 3/8" wide Sudlow Concrete Inc. will replace at our company's expense. Warranty will exclude the following: dump truck or dumpster damage, chemical applications, color, root damage, erosion or natural disasters. Fully insured with General Liability and Workers' Comp Coverage. Customer must be present at start of job to go over details of work. This warranty is voided if Customer does not make timely payment in full in accordance with this Service Agreement.
- **The above products and services listed do not apply to all jobs. The job description in the line items below supersede the fixed estimate sheet above. No Additional Items are part of this Service.

agreement until countersigned by Sudlow Concrete.

Replace the apron of the driveway $\sim 9'x25'$. Remove and leave as dirt the asphalt on the right side of the driveway 63'x3' and around the trees near the house.

54,400.00

Total \$4,400.00

Acceptance of Proposal

Price subject to change 30 days after date of estimate.

Signature

Date

3/4/2024

REFERENCES: References are available in your area upon request.

The above prices, specifications and conditions are satisfactory and are hereby accepted. Sudlow Concreteinc, promises to provide pudessional laborance quality materials to complete the work in accordance to above specifications. Without finiting the foregoing ubligations expressly imposed on cities parify its this agreement. Customer and Sunlow Concrete, Inc. agree to cooperate in good faith with one apprison, particularly with respect to unanticipated problems or contingencies and shall perform the obligations herein in good faith and in a leasonable manner provided that no party shall be required to (a) pay money other than as expressly insulied pursuant to the terms of this agreement or (b) other assume any material obligation not otherwise required by the terms of this agreement. Pay cent in full, is due the day concrete is poured. Unpaid balances existing after 7 weeks will accree interest rate of 19% per annum. To be extent all award by applicable law, if any action or proceeding is amought to enforce or interpret this Agreement, the physician party in addition to all bither legal or equilable remodes cossessed, shall be untitled to be reimbursed to, all costs and expenses, indicting reasonable actionary's fires incurred by maken of such action or proceeding. Sudiow Concreteing, to the Best of their abituy, will protect surrounding areas, but cannot be responsible for damage or crarks to existing contrete, stone, or brick within 24" of work area. When using oclosed concrete, Softow Concrete cannot guarantee an exact march, Suriew Concrete Inc. does not assume responsibility for sprinklar systems, underground indities, landscaping, automatic or electric gares; including winng, pluribing, pipes or electrical systems around pools, invisible dog fencing. Abosquite ingiting or damage to are sit that must be coosed by heavy equipment. When precuring work area, any debus found (free sturrip, construction debug, un compactable spik excess dut, wood, trash, etc.) that must be removed wallresult in add-denal costs to the corremer. New concrete may not be same people as existing concrete, to some cases it is nucessary to adjust height of existing driveway due to settling and for proper water flow, upon agreement, verbat or written, Sudlew Concrete Otc. is authorized to do the work as specified. Nor visiting and unforesem issues may occur during the course of work which wit result in a public increase. A concellation/tescheduling fee of \$1,000 will be applied to any customer that cancels or reschedules their project within 49 business hours (rioded on an 8 hij business day Monday Finday) of their start date for any reason. Canceling/reacheduling must be done in writing with acknowledgement from Sudiow Contrate. Sudiow Contrate does not warrenty curor Sudjaw Concrete does not seal non-decorative concrete. Sudjaw Concrete Inc. does not warrantly acts of God, major otherations, water damage or selated issues.

BUCKEY PRINTING COMPANY - 02/17









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Keeter, Patrece

From:

Eric Mintz <ericdmintz@gmail.com>

Sent:

Tuesday, March 19, 2024 3:32 PM

To:

Keeter, Patrece

Subject:

Request for Right of Way Encroachment Permit -- 889 Artwood Road NE, Atlanta GA

30307

Attachments:

Sudlow Concrete signed agreement.pdf; Request for Right of Way Encroachment Permit

- Mintz, 889 Artwood Rd.pdf

Dear Ms. Keeter,

Ms. Karen Hunter of DCHA has been advising us on a planned repair to the sidewalk where our driveway meets the street. We have signed an agreement with Sudlow Concrete to have the work done on May 29, after the nearby Fernbank Elementary School has closed for the summer. As we live in unincorporated Dekalb County, Ms Hunter has advised us to request approval of a Right of Way Encroachment Permit. I have attached the signed agreement with Sudlow Concrete and our first draft of the request for a Right of Way Encroachment Permit. We would greatly appreciate any guidance or advice you could provide on this draft and any other related matters.

Thank you very much in advance,

Eric Mintz and Maria Ribeiro 889 Artwood Road NE Atlanta GA 30307

S.		





In Business Since 2000 Industry Experience Since 1994

BILL SUDLOW

Owner
Phone: 404-285-5995
Bill@sudlowconcrete.com



AARON MARCINOWSKI

Co-Owner
Phone: 404-710-4537
Aaron@sudlowconcrete.com

4934 Lavista Road • Tucker, GA 30084 • Office: 404-450-3753

www.sudlowconcrete.com

Name: Eric Mintz

Address: 889 Artwood Rd NE, Atlanta, GA, 30307

How did you hear about us? referral

Today's Date: February 05, 2024

Email Address: ericdmintz@gmail.com

Main Phone: (678) 848-1420

SUDLOW CONCRETE Products and Services Include:

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- ✓ Control joints will be installed every 8'-10' across. Control joint down the center if wider than
 12'.
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- ✓ Work area to be cleaned once job is complete.
- ✓ Payment is due the day concrete is poured. (4% convenience fee will be applied to credit card transactions. We accept Visa, Mastercard and Discover).



✓ 5 Year Transferable Warranty - If any section of your concrete cracks larger than 3/8" wide Sudlow Concrete Inc. will replace at our company's expense. Warranty will exclude the following: dump truck or dumpster damage, chemical applications, color, root damage, erosion or natural disasters. Fully insured with General Liability and Workers' Comp Coverage. Customer must be present at start of job to go over details of work. This warranty is voided if Customer does not make timely payment in full in accordance with this Service Agreement.

**The above products and services listed do not apply to all jobs. The job description in the line items below supersede the fixed estimate sheet above. No Additional Items are part of this Service

agreement until countersigned by Sudlow Concrete.

Replace the apron of the driveway $\sim 9'x25'$. Remove and leave as dirt the asphalt on the right side of the driveway 63'x3' and around the trees near the house.

\$4,400.00

Total \$4,400.00

Acceptance of Proposal

Price subject to change 30 days after date of estimate.

Signature

Date 3/4/2024

REFERENCES: References are available in your area upon request.

The above prices, specifications and conditions are satisfactory and are hereby accepted. Sudlow Concrete Inc. promises to provide professional labor and quality materials to complete the work in accordance to above specifications. Without limiting the foregoing obligations expressly imposed on either party to this agreement. Customer and Sudlow Concrete, Inc. agree to cooperate in good faith with one another, particularly with respect to unanticipated problems or contingencies and shall perform the obligations herein in good faith and in a reasonable manner provided that no party shall be required to (a) pay money other than as expressly required pursuant to the terms of this agreement or (b) other assume any material obligation not otherwise required by the terms of this agreement. Payment in full is due the day concrete is poured. Unpaid balances existing after 2 weeks will accrue interest rate of 19% per annum. To the extent allowed by applicable law, if any action or proceeding is arought to enforce or interpret this Agreement, the prevailing party, in addition to all other legal or equitable remedies possessed, shall be entitled to be reimbursed for all costs and expenses, including reasonable attorney's fees incurred by reason of such action or proceeding. Sudlow Concrete Inc., to the best of their ability, will protect surrounding areas, but cannot be responsible for damage or cracks to existing concrete, stone, or brick within 24" of work area. When using colored concrete, Sudlow Concrete cannot guarantee an exact match. Sudlow Concrete Inc. does not assume responsibility for sprinkler systems, underground utilities, landscaping, automatic or electric gates; including wiring, plumbing. pipes or electrical systems around pools, invisible dog fencing, landscape lighting or damage to areas that must be crossed by heavy equipment. When preparing work area, any debris found (tree stump, construction debris, un compactable soil, excess dirt, wood, trash, etc.) that must be removed will result in additional costs to the customer. New concrete may not be same height as existing concrete. In some cases it is necessary to adjust height of existing driveway due to settling and for proper water flow. Upon agreement, verbal or written, Sudlow Concrete Inc. is authorized to do the work as specified. Non visible and unforeseen issues may occur during the course of work which will result in a price increase. A cancellation/rescheduling fee of \$1,000 will be applied to any customer that cancels or reschedules their project within 48 business hours (based on an 8-hr business day Monday-Friday) of their start date for any reason. Canceling/tescheduling must be done in writing with acknowledgement from Sudlow Concrete. Sudlow Concrete does not warranty color. Sudlow Concrete does not seal non-decorative concrete. Sudlow Concrete Inc. does not warranty acts of God, major alterations, water damage or related issues

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We go GREEN!
We have off your old concerns & recycle: