

From: rebekah@trustjericho.com,

To: jvan100@aol.com,

Subject: Hertfordshire Drive 7807 No-Work-Advised Letter 3.9.22.pdf

Date: Wed, Mar 9, 2022 3:45 pm

Attachments: Hertfordshire Drive 7807 No-Work-Advised Letter 3.9.22.pdf (150K), Hertfordshire Drive 7807 drawing - house 3.2022.pdf (434K), Hertfordshire Drive 7807 drawing - garage 3.2022.pdf (399K)

Good Afternoon,

Please see attached drawing with measurements of elevations taken at your property 7807 Hertfordshire Drive. There is slight to no change in elevations from the previous inspection and no work needed at this time. If you have any questions please do not hesitate to contact me.

Best Regards,

Rebekah Alderfer

Jericho Foundation Repairs, Inc. | 9430 White Chapel Lane | Houston, TX 77074

Office: 713.772.7522 | Fax: 713.772.7432

rebekah@trustjericho.com

Check us out @ www.trustjericho.com

[Review us on Google+](#)



March 9, 2022

Subject Property: 7807 Hertfordshire Drive, Spring, TX 77379

Jericho Foundation Repairs was founded upon a belief that honesty, integrity and hard work would help establish and build a good reputation for our company. We are proud to confirm that after over 25 years of doing business in the greater Houston area and Fort Bend County, people call Jericho because they trust us.

Many times we visit homes that do not warrant foundation repair procedures. Such was the case when I visited the subject property. Elevations were taken and very little sloping or minor movement was noted at the residence.

It is my professional opinion that foundation repair or underpinning is not necessary at this time. This opinion would not be applicable to future changing conditions, as no accurate prediction can be made of future movement. If the evidence and the consequences of foundation movement become significantly more pronounced, repairs may become necessary. It is always helpful to water your foundation, especially during periods of extreme dryness.

Should you have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim D. Duff".

A second handwritten signature in black ink, appearing to read "Tim D. Duff".

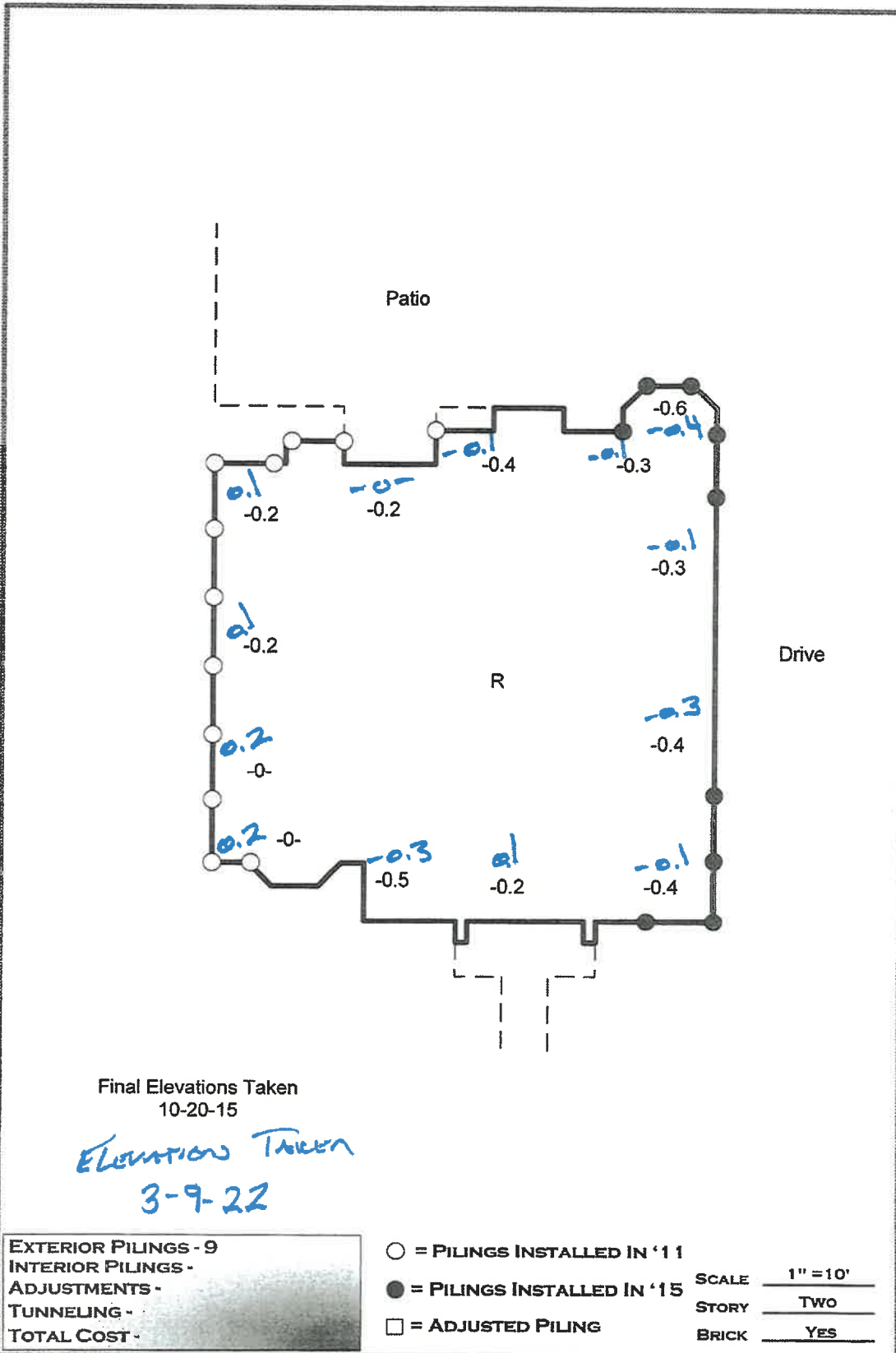
A third handwritten signature in black ink, appearing to read "Tim D. Duff".

A fourth handwritten signature in black ink, appearing to read "Tim D. Duff".



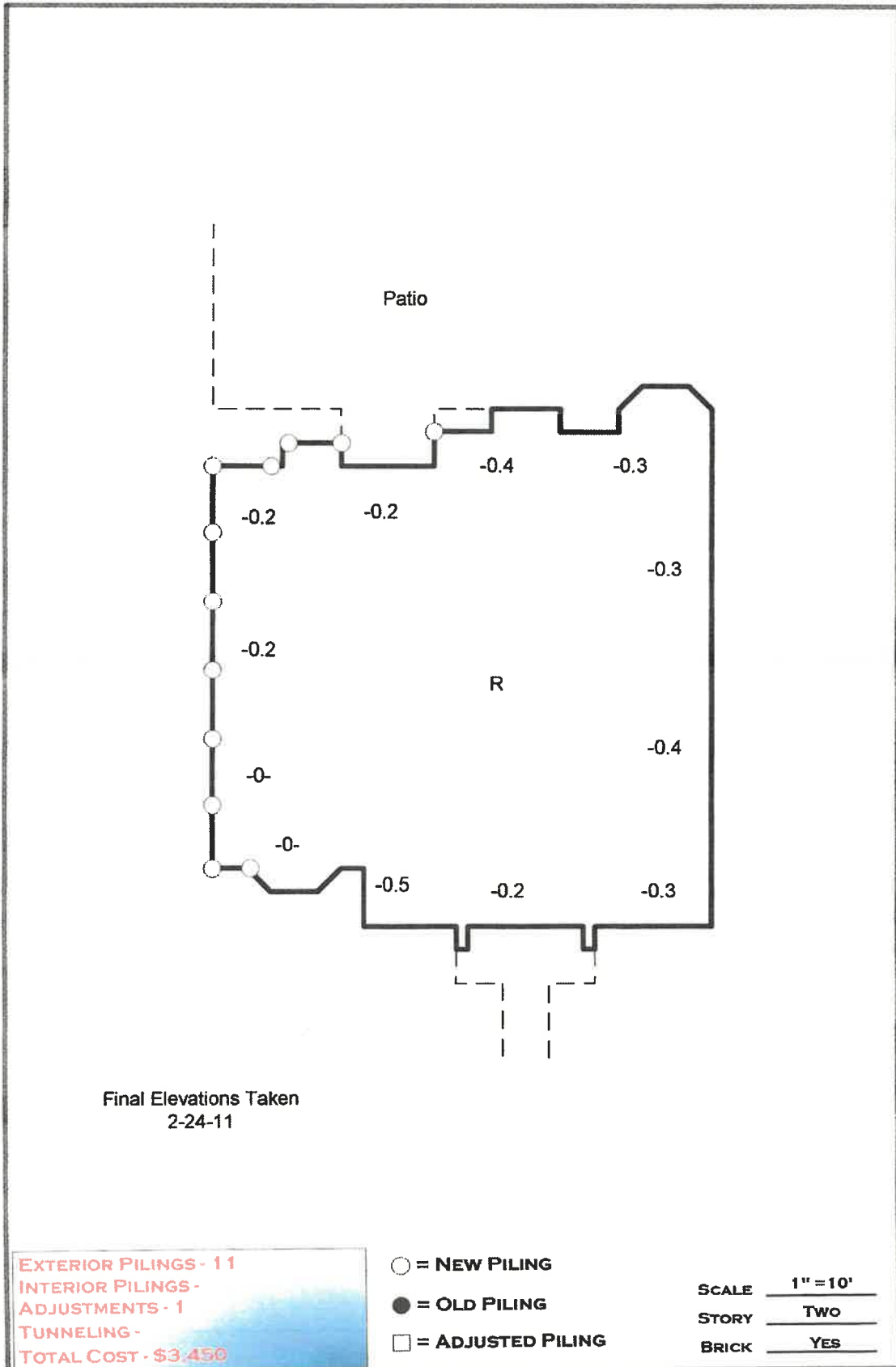
JERICO FOUNDATION REPAIRS

ADDRESS 7807 Hertfordshire KEY MAP 330 K
 NAME Carolyn Cramer PHONE 281-251-6161
 CALCULATED BY Kevin Kettle DATE 2-24-11



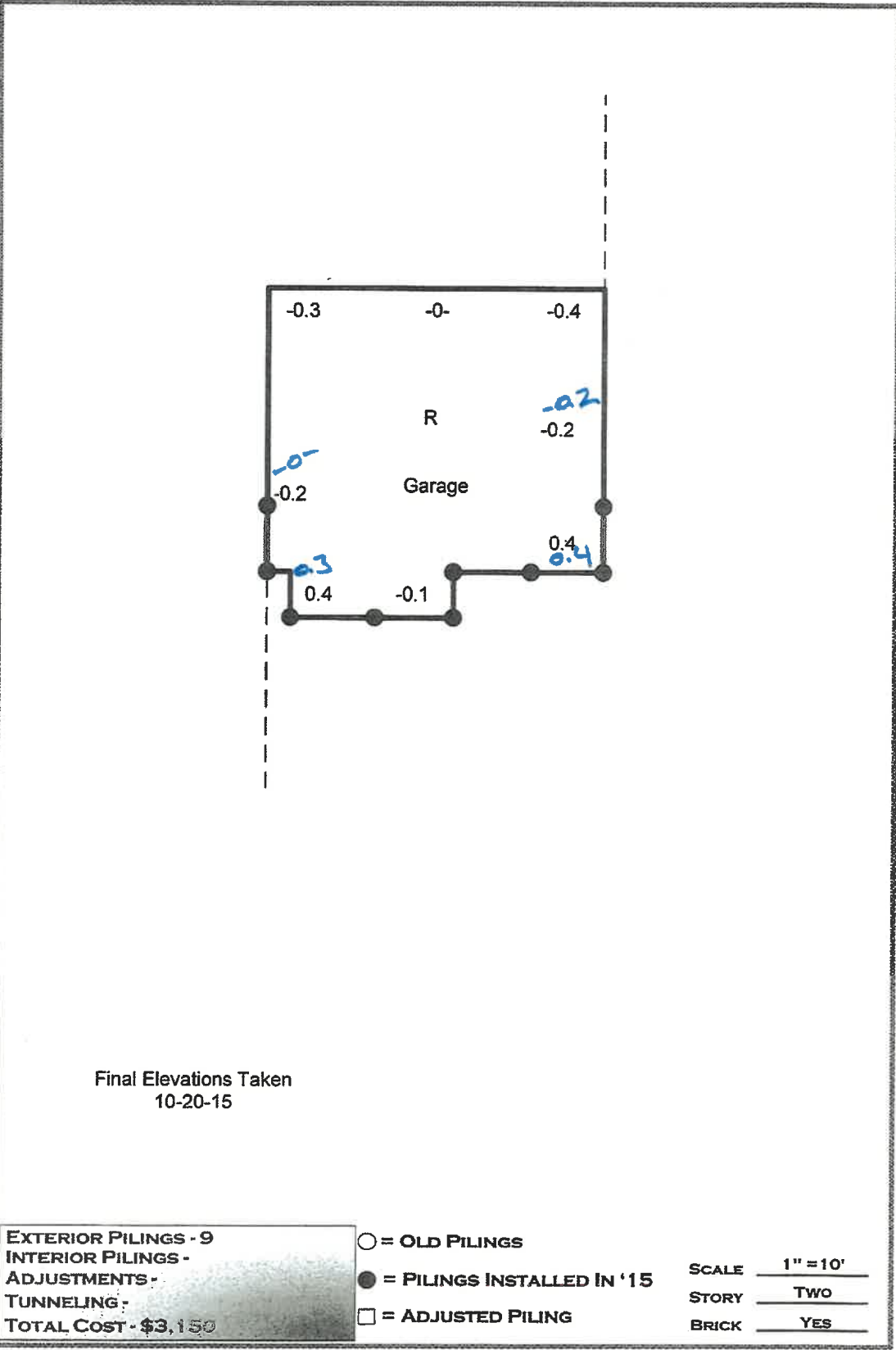
JERICO FOUNDATION REPAIRS

ADDRESS 7807 Hertfordshire KEY MAP 330 K
 NAME Carolyn Cramer PHONE 281-251-6161
 CALCULATED BY Kevin Kettle DATE 2-24-11



JERICO FOUNDATION REPAIRS

ADDRESS 7807 Hertfordshire KEY MAP 330 K
 NAME Carolyn Cramer PHONE 281-251-6161
 CALCULATED BY Kevin Kettle DATE 10-20-15



Please sign and return: White Copy Customer
Yellow Copy Jericho

Work Scheduled to begin:

02/24/11



9394

9430 White Chapel Lane
Houston, Texas 77074
713-772-7522 • FAX 713-772-7432

STATE OF TEXAS
COUNTY OF

This agreement is made and entered into this 25th day of January A. D. 2011 by and between Ms. Carolyn Cramer of the County of Harris and the State of Texas, party of the First Part, hereinafter termed Owner, and Jericho Foundation Repairs, Inc. of the City of Houston, County of Harris, and the State of Texas, Party of the Second Part, hereinafter termed Contractor.

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed herein, the said Contractor hereby agrees with the Owner to commence and complete the following specified work, to wit: **To raise and underpin to as close to the original grade as possible by installing (12) exterior pilings.**

on the foundation of the structure known locally as 7807 Hertfordshire in the City of Spring State of Texas, being more particularly described as follows:

Lot _____, Block _____, of _____, an addition to _____ County, Texas, according to the map or plat thereof recorded in Volume _____, Page _____, of the Map Records of _____ County, Texas. In accordance with the Specifications, General and Special Conditions and Guarantees attached and made part of this agreement.

A. SPECIFICATIONS

- The material used in the installation of the precast piling shall be 5000 psi at 28 day test concrete.
- Pilings will be installed at the location and in the manner specified by the contractor.
- Pilings will be driven hydraulically to the depth necessary to develop skin friction to lift the foundation.
- After the pilings have attained the depth and developed the necessary friction to support the structure, solid concrete blocks will be installed and the jacking or raising continued until, in the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.

B. GENERAL CONDITIONS

- The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible.
- The stabilization or stopping of foundation movement can and may reverse the damage already done to the foundation and structure and may cause or create new damage by movement or lack of movement.
- The Contractor has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, plumbing, electrical wiring, furniture, fixtures, furnishings, or personal property without regard to when or where said damage occurs, unless it is due to the contractor's negligence.
- If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them loose from the foundation, an extra fee will be charged.
- If after work has begun, it is discovered that the foundation has been constructed of substandard materials or is of inadequate structural strength to properly transfer the load imposed by underpinning, there can and may be an adjustment in the contract price.
- During the re-leveling process, plants and shrubs may be moved in order to gain access to the perimeter of the slab. While every effort will be made to maintain the plants, Jericho has no obligation should these plants not survive the process.
- When installing interior pilings Jericho may be required to remove the flooring in order to gain access to the interior grade beams, replacing the flooring will be the homeowner's responsibility (i.e. stretching the carpet)

C. SPECIAL CONDITIONS

D. GUARANTEE

It is the intention of the Contractor, to permanently stabilize the differential movement of the foundation for the life of the structure that it supports. If in the future settlement occurs and that settlement is located along the same walls and grade beams that were underpinned during the course of this contract, the work will be performed again at no expense to the Owner of the structure so long as all of the following provisions of the agreement are met:

THIS WARRANTY SHALL BE NULL AND VOID IF:

- THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WITHOUT PRIOR WRITTEN NOTIFICATION TO JERICHO.
- THE STRUCTURE SUFFERS FIRE, FLOOD OR STORM DAMAGE TO ANY DEGREE. FLOOD DAMAGE SHALL INCLUDE WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.
- THE STRUCTURE IS SITED ON A FAULT.
- UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE EQUAL TO OR LESS THAN THEIR DEPTH FROM THE FOUNDATION.

IN THE EVENT THAT THE CONTRACTOR, AND THE OWNER CANNOT AGREE THAT THE MOVEMENT IN THE FOUNDATION HAS BEEN CONTROLLED AND MOVEMENT IS WITHIN THE TOLERANCES SPECIFIED ABOVE, THE OWNER MAY RETAIN A REGISTERED PROFESSIONAL CIVIL ENGINEER OF TEXAS, ENGAGED SOLELY IN THE PRIVATE PRACTICE OF HIS PROFESSION, AT THE SOLE EXPENSE OF THE OWNER TO ACT AS AN ARBITRATOR TO EFFECT AGREEMENT BETWEEN THE PARTIES.

E. ASSIGNMENT

This agreement is assignable by the Owner of this contract if Jericho is notified within thirty (30) days after the sale of the premises by the Owner of this contract. A repossession by a lien holder gives the right to assign this contract if the lien holder complies with the thirty (30) days notice. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THIS GUARANTEE IS VOID.

PAYMENT

Three thousand six hundred \$ 3,600.00

Payment of _____ is required to be paid as follows: One-half (1/2) is due at the time work begins. Balance is due upon completion. Any unpaid balance will be subject to a finance charge of 10% if balance remains unpaid 30 days after completion of the job.

In the event it is necessary to file suit for the enforcement of this contract, suit shall be brought in Harris County, Texas and that every party to this contract agrees to pay all cost of collecting or securing or attempting to collect or secure the monies due pursuant to this contract, including a reasonable attorney's fee.

This written contract is in total agreement by and between Jericho Foundation Repairs, Inc.

Jericho Foundation Repairs, Inc.

By: _____

Date: 1-26-11

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

Owner _____

Owner _____

Date 1/30/2011

Date 1-30-2011

JERICHO FOUNDATION REPAIR WARRANTY

JERICHO FOUNDATION REPAIRS, INC. warrants to John and Carolyn Cramer that should movement occur at the property known as 7807 Herfordshire Dr. in the City of Spring, Texas in the area repaired by **JERICHO FOUNDATION REPAIRS, INC.** as of February of 2011 that **JERICHO FOUNDATION REPAIRS, INC.** will adjust the foundation at no cost to bring it back to its original elevations.

This lifetime warranty covers only the areas underpinned by Jericho provided that:

1. The structure has not been altered, modified, or additions made to it without prior written approval of Jericho.
2. The structure has not suffered fire, flood*, or storm damage. *Flood damage shall include water or sewer leaks under or adjacent to the foundation.
3. In the event change of ownership occurs, assignment of this warranty to a new owner or owners must be accomplished within thirty (30) days of the transfer of title. Assignments made will be in accordance with the procedures in effect at the time of transfer.

SHOULD ASSIGNMENT NOT BE PROPERLY MADE, THIS WARRANTY IS VOID.

Written notice of change of ownership provided by a copy of the deed of trust or other closing document, along with payment of a \$200.00 transfer fee, should be made payable to Jericho Foundation Repairs, Inc. and sent to: 9430 White Chapel, Houston, Texas 77074

Transfer information may be faxed to (713) 772-7432. We accept cash, checks, M/C, Visa and Discover.



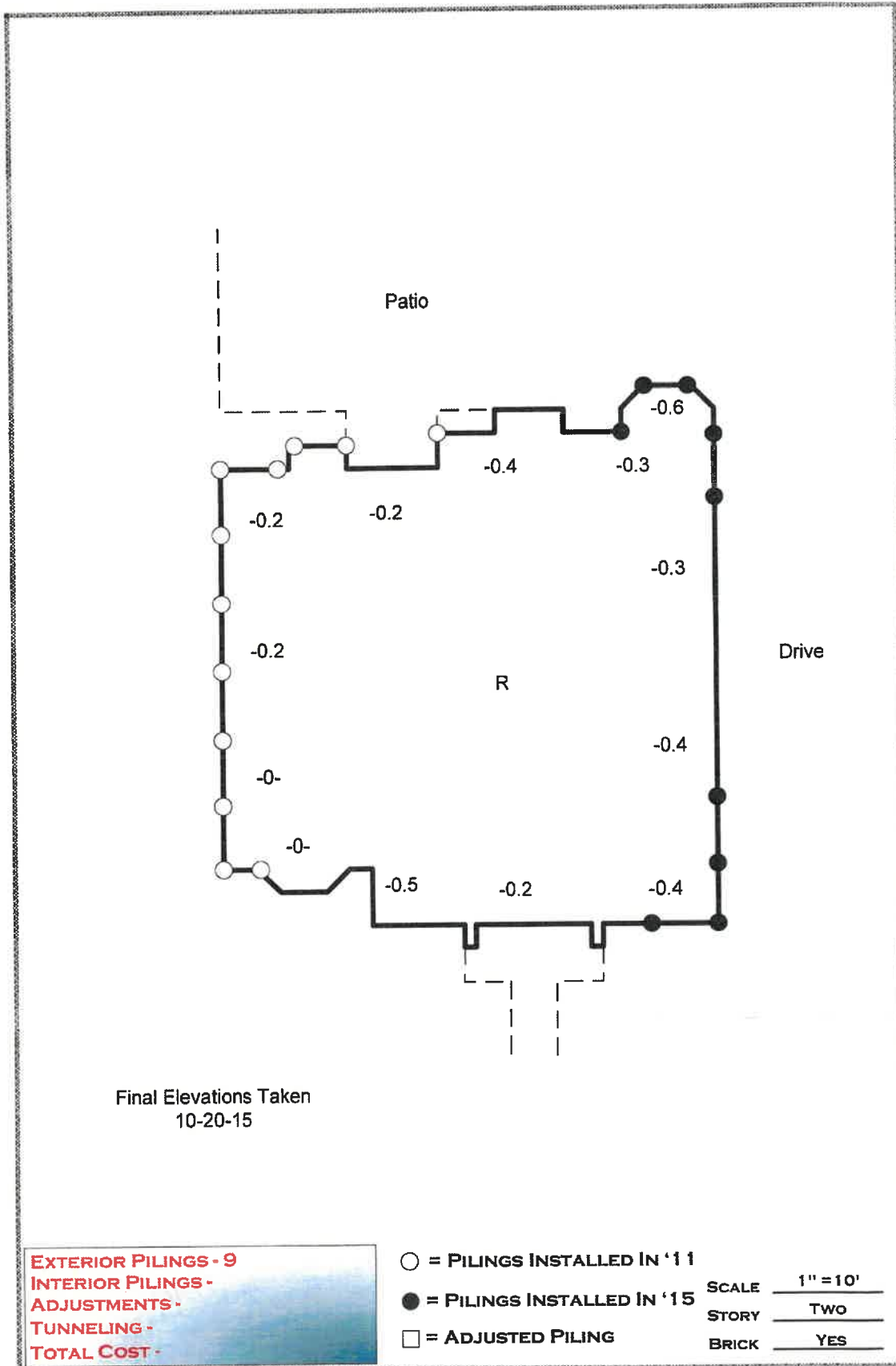
Tim P. Duffy, President

3-2-11

Date

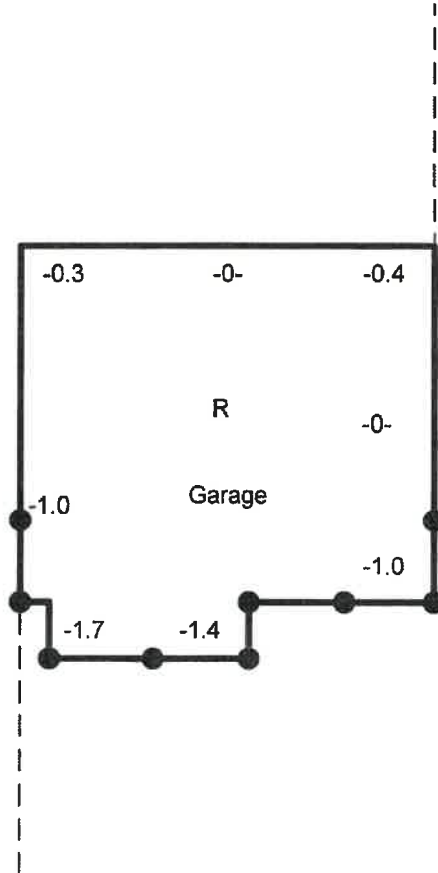
JERICO FOUNDATION REPAIRS

ADDRESS 7807 Hertfordshire KEY MAP 330 K
 NAME Carolyn Cramer PHONE 281-251-6161
 CALCULATED BY Kevin Kettle DATE 2-24-11



JERICO FOUNDATION REPAIRS

ADDRESS 7807 Hertfordshire KEY MAP 330 K
 NAME Carolyn Cramer PHONE 281-251-6161
 CALCULATED BY Kevin Kettle DATE 9-1-15



Final Elevations Taken
9-1-15

EXTERIOR PILINGS - 9
 INTERIOR PILINGS -
 ADJUSTMENTS -
 TUNNELING -
 TOTAL COST - \$3,150

○ = OLD PILINGS

● = PROPOSED NEW PILINGS '15

□ = ADJUSTED PILING

SCALE 1" = 10'
 STORY TWO
 BRICK YES

9430 White Chapel
Houston, TX 77074

Phone # 713-772-7522 meagan@trustjericho.com
Fax # 713-772-7432 www.trustjericho.com

Date	Estimate #
9/1/2015	7298

Name / Address
John Cramer 7807 Hertfordshire Drive Spring, TX 77379

Description	Qty	Rate	Rep	
			KDK	Total
Exterior pilings to be installed around the house.	9	350.00		3,150.00
Adjust existing pilings around the house.	4	0.00		0.00
Exterior pilings to be installed around the garage.	9	350.00		3,150.00
We look forward to doing business with you. Let us know if you have any questions.			Total	\$6,300.00





YOUR JOB IS SCHEDULED TO BEGIN: **OCTOBER 19, 2015**

This agreement is made and entered into this Friday, September 04, 2015 by and between **JOHN CRAMER** of the County of Harris, State of Texas, party of the First Part, hereinafter termed Owner, and **JERICHO FOUNDATION REPAIRS, INC.** of the City of Houston, County of Harris, State of Texas, Party of the Second Part, hereinafter termed Contractor.

That for and in consideration of the payments and agreements hereinafter mentions, to be made and performed by the Owner, and under the conditions expressed herein, the said Contractor hereby agrees with the Owner to commence and complete the following specified work at the structure known locally as **7807 HERTFORDSHIRE DR. in the City of SPRING, Texas, 77379**

A. SCOPE OF WORK:

To raise and underpin the perimeter beam of the foundation by installing:

1. **NINE (9)** exterior pilings. (along house)
2. **FOUR (4)** adjustments of existing pilings installed by Jericho.
3. **NINE (9)** exterior pilings. (along garage)

B. PAYMENT:

Owner agrees to pay Contractor a total of **\$6,300.00**. The payment schedule will be **(1) Down payment of \$3,150.00 at start of job, (2) Balance of \$3,150.00 payable at completion.**

Any amounts remaining unpaid after payment schedule permits shall accrue interest at the maximum legal permissible rate.

In accordance with the Specifications, General and Special Conditions and Guarantees attached and made part of this agreement.

A. SPECIFICATIONS:

1. The material used in the installation of the precast piling shall be 5000 psi at 28 day test concrete.
2. Pilings will be installed at the location and in the manner specified by the contractor or engineer. Pileguards will be installed between each pilings segment.
3. Pilings will be driven hydraulically to the depth necessary to develop skin friction to lift the foundation, or until the pilings encounter rock or other strata capable of supporting the foundation.
4. After the pilings have attained the depth and developed necessary friction to support the structure, solid concrete blocks will be installed the jacking or raising continued until, in the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.
5. Leveling and/or tunneling can create voids under the slab. Contractor does not fill the void in order to allow the soil room to expand and contract, leaving the support for the foundation on the underpinning rather than the active moving soils. It is the homeowners responsibility to maintain proper drainage away from the foundation to avoid moisture collecting under the slab.

B. GENERAL CONDITIONS:

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as practically possible.
2. Stabilizing the foundation may reverse the damage already done to the foundation and the structure and may cause or create new damage by movement or lack of movement.
3. The Contractor has no obligation to repair or replace any damage, whether it is exposed, concealed, or buried, to the foundation, structure, plumbing, electrical, sprinkler system, alarm system, furniture, fixtures, furnishings, or personal property without regard to when or where said damage occurs. As an example, pipes which break during the leveling process are the owners responsibility.
4. If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them loose from the foundation, an extra fee will be charged.
5. If after work has begun, it is discovered that the foundation has been constructed of substandard materials or is of inadequate structural strength to properly transfer the load imposed by underpinning, there can be an adjustment in the contract price.
6. During the re-leveling process, plants and shrubs may be moved in order to gain access to the perimeter of the slab. While every effort will be made to maintain the plants, Jericho has no obligation to replace them should these plants or grass not survive the process.
7. If interior piles are to be installed through the concrete floor, the removal and replacement of all interior floor coverings is the responsibility of the homeowner.
8. If another company has previously installed piers or pilings on a structure that Jericho is repairing, and adjustments may result in an additional cost, and Jericho has no responsibility as to the integrity or guarantee of their performance. There is no warranty on this type of adjustment.
9. Property owner to provide Contractor with required water and electricity.

C. SPECIAL CONDITIONS:

1. Not applicable for this agreement.

D. GUARANTEE AND ASSIGNMENT:

1. It is the intention of the Contractor, to permanently stabilize the differential movement of the foundation, within one (1) part of three hundred sixty (360) parts, for the life of the structure that it supports. If, in the future, settlement occurs and that settlement is located along the same walls and grade beams that were underpinned during the course of this contract, the work will be performed again at no expense to the Owner of the structure, consistent with the original method of repairs on the structure, so long as all of the following provisions of the agreement are met:
2. This warranty covers only the areas underpinned by Jericho provided that:
 - a. The structure has not been altered, modified, mud pumped or additions made to it without prior written approval of the Contractor.
 - b. The structure has not suffered fire, flood, or storm damage. Flood damage includes water or sewer leaks under or adjacent to the foundation.
 - c. The structure is not sited on a fault.
 - d. No underground facilities or swimming pools have been installed within a horizontal distance equal to or less than their depth from the foundation.
3. In the event that the Contractor and the owner cannot agree that the movement in the foundation has been controlled and movement is within the tolerances specified above, the Owner may retain a registered, professional, civil engineer of Texas, engaged solely in the private practice of his profession, at the sole expense of the Owner to act as an arbitrator to effect agreement between the parties.
4. This guarantee is assignable by the Owner of this contract if Jericho is notified within thirty (30) days after the sale of the property by the Owner. Assignments made must be in accordance with the procedures in effect at the time of transfer. There is a fee associated with this transfer, which is subject to change. If this assignment is not properly and timely made, this guarantee is void.

In the event it is necessary to file suit for the enforcement of this contract, it shall be brought in Harris County, Texas and that every party to this contract agrees to pay all cost of collecting or securing or attempting to collect or secure the monies due pursuant to this contract, including a reasonable attorney's fee. This written contract is in total agreement by and between Jericho Foundation Repairs, Inc. No oral representation made by anyone can change or modify this agreement. This contract is not valid unless signed by both Owner and Contractor.

Contractor:

Date: **September 4, 2015**

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

Owner:

Date: **9/10/2015**

Please sign and return a copy of this contract





LIFETIME TRANSFERABLE WARRANTY

Assigned to **John Cramer** for the foundation repair completed in **October of 2015** at **7807 Hertfordshire Drive** in the City of **Spring**, in the State of Texas **77379**

Jericho Foundation Repairs, Inc. will adjust all affected pilings originally installed by Jericho Foundation Repairs, Inc., at no additional cost, for the life of the foundation, should future settlement of the portion of the foundation covered by this agreement occur, provided that all provisions of this agreement have been met. Adjustments will be installed consistent with the original method of repairs.

This warranty covers only the areas underpinned by Jericho provided that:

1. The structure has not been altered, modified, mud pumped or additions made to it without prior written approval of Jericho Foundation Repairs, Inc.
2. The structure has not suffered fire, flood, or storm damage. Flood damage includes water or sewer leaks under or adjacent to the foundation.
3. The original pilings installed by Jericho Foundation Repairs, Inc. have not been adjusted by any other company.
4. In the event of change of ownership, assignment of this warranty to a new owner or owners must be accomplished within thirty (30) days of the transfer of title. The assignment must show consecutive ownership to be valid. Assignments made will be in accordance with the procedures in effect at the time of transfer. The transfer fee is subject to change. **SHOULD ASSIGNMENT NOT BE PROPERLY MADE, THIS WARRANTY IS VOID.**

For questions or more information, please contact Jericho Foundation Repairs, Inc. at 713-772-7522

A handwritten signature in black ink, appearing to read "Tim P. Duffy", is written over a horizontal line.

Tim P. Duffy, President

October 27, 2015
Date of Warranty

9430 White Chapel Lane, Houston, TX 77074 • phone: 713-772-7522 • fax: 713-772-7432 • www.trustjericho.com