

## CONTRACT AGREEMENT



**809 Branchwood Drive • Lawrence, Kansas**  
**785-841-0145**

Advanced Systems of Northeast Kansas, hereinafter referred to as the “**CONTRACTOR,**”  
and \_\_\_\_\_  
hereinafter referred to as the “**OWNER.**”  
**WORK SITE:** \_\_\_\_\_

City / State / Zip

---

Evening Phone

Day Phone

WITNESSETH:

On this \_\_\_\_ day of \_\_\_\_\_, in consideration of the mutual agreements and provisions set forth below in this Contract by and between "Contractor" and "Owner" who warrants that he/she is the owner of the premises at and he/she has the right and authority to contract for the enumerated work, described below, and do hereby agree as follows:

**I. DESCRIPTION OF THE WORK TO BE PERFORMED BY CONTRACTOR:**

<input type="checkbox"/> Exterior Pier	<input type="checkbox"/> Wall Restraints	<input type="checkbox"/> Surface Drain	<input type="checkbox"/> Spout Extension	<input type="checkbox"/> Concrete Flatwork
<input type="checkbox"/> Interior Pier	<input type="checkbox"/> Int. Wall Braces	<input type="checkbox"/> Sump Pump	<input type="checkbox"/> Heat Set Membrane	<input type="checkbox"/> Guttering
<input type="checkbox"/> Support Pier	<input type="checkbox"/> Exterior Drain	<input type="checkbox"/> Back-Up Pump	<input type="checkbox"/> Epoxy Injection	
<input type="checkbox"/> Wall Pull Back	<input type="checkbox"/> Interior Drain	<input type="checkbox"/> Mudjacking	<input type="checkbox"/> Window Wells	
Warranty:	Other:			

Warranty: \_\_\_\_\_ Other: \_\_\_\_\_

Work shall be completed in about \_\_\_\_ days. Contractor shall remove and haul away all construction and/or installation debris and/or trash from the premises. Contractor shall furnish all necessary equipment, material and supplies and perform and complete all labor services in a good workmanlike manner. Contractor warrants that the company is insured, and qualified to perform and complete above described work. All the above described construction, installation and work is presumed to improve and enhance the value of the property and all labor, material, equipment furnished by Contractor shall become part of the Owner's real property.

## II. PAYMENT METHOD:

Cash/Check	Credit Card	Financing
------------	-------------	-----------

### III. PRICE AND PAYMENT SCHEDULE:

Total cost to the Owner for the above described work is \$ \_\_\_\_\_, of which \_\_\_\_\_ is due upon acceptance of this Contract, \$ \_\_\_\_\_, when work begins, and \$ \_\_\_\_\_, on completion. In the event Owners failure to promptly pay Contractor pursuant to this payment schedule, Owner shall be liable for any and all collection fees including attorney's fees, for filing and enforcement of a mechanic's lien and or other remedies available to the Contractor to enforce this contract.

#### IV. MODIFICATIONS AND CHANGES:

Any Changes or Variations from the above description and specifications in this Contract involving extra costs will be binding and executed only if in writing, signed by all parties and shall be an extra charge, over and above the Contract price.

## V. DISCLAIMERS:

1. Contractor will take great care for the plants and shrubs temporarily removed for work to be performed. All plants will be replanted by Contractor but will not be responsible for the life or longevity.
2. Contractor will attempt to stop any water intrusion caused by work performed, but will not be responsible for any water damages caused to any items or objects found inside of the foundation system.
3. Any damage to the structure or utilities caused by the Contractor as a result of negligence or accident will be repaired by the Contractor. Lifting a structure can cause some cosmetic damage, such as, cracks in sheetrock, concrete and other rigid materials. Therefore, damage resulting from lifting the structure as called for in this Agreement will not be the responsibility of the Contractor.
4. The warranties cover the performance of systems installed by the Contractor. Piering systems cover stabilization only. Contractor will achieve lift recovery as the structure allows.
5. This Contract is contingent upon there not being any "unavoidable delays that shall be construed to mean delays due to strikes, lockouts, acts of God, inability to obtain labor or materials, government restrictions, enemy or terrorist action, civil condition, fire, unavoidable casualty or similar causes beyond the control of the Contractor.

**VI. COUNTERPARTS:** This Contract may be executed in counterpart, each of which shall be deemed an original but all of which together shall constitute one and the same Contract.

**VII. ENTIRE AGREEMENT:** This Contractor and Supplier's Contract constitutes the entire understanding and agreement between the Contractor and Owner with regard to all matter herein. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. The Contract may be amended only in writing, and signed by both Contractor and Owner.

**VIII. BINDING EFFECT:** The provisions of this Contract shall be binding upon and inure to the benefit of the Contractor and Owner and their respective successors and assigns.

**IX. GOVERNING LAW:** This Contract shall be construed and enforced in accordance with the laws of the State it is executed in.

**X. ACCEPTANCE:** We have read and agree to the terms and conditions of this Contract as set forth above.

Note: This Contract Agreement "Bid" may be withdrawn by us if not completed within \_\_\_\_\_ days.

## ADVANCED FOUNDATION SPECIALIST

OWNER

OWNER

CONTRACTOR