



Terms and Conditions

By accepting the estimate and/or invoice provided to you by DK Excavating LTD, you accept the following terms and conditions:

Estimates and Invoices

1. Prices are valid for 30 days unless otherwise noted.
2. Our estimate is based on details provided by the customer and relevant solely to the quoted scope of work. All other requested activities are above and beyond prices quoted. Should details critical to the outcome of the project be incorrect or not communicated, the customer bears all responsibility.
3. Payment is due upon work completion unless otherwise noted. Verbal agreements are not valid. DK Excavating LTD does not agree to any hold backs or payment plans unless outlined in the estimate.
4. The customer will report any concerns with workmanship or invoice value within 3 days of receipt of the final invoice. If no concerns are reported, the customer is considered to be in acceptance of the invoice and has the intention to pay in full.

Soil Conditions, Seeding and Settling

5. DK Excavating LTD does not guarantee that existing materials will be reusable or be sufficient to backfill, grade or seed. The customer is responsible for any additional material required beyond what was originally on site. In the event it is deemed insufficient for use, DK Excavating will provide a quote to import appropriate material.
6. The customer is responsible for sod or seed unless otherwise quoted on the estimate.
7. DK Excavating LTD does not guarantee seed performance or provide post seed care. The care of watering and growth is the responsibility of the homeowner. If quoted, DK Excavating provides sufficient seed for the initial seeding and the homeowner is responsible for future overseeding.
8. No expenses have been made for removal of unsuitable or contaminated materials, dewatering and additional time due to frost, bedrock or shale. Pricing will be provided for such services when encountered.
9. Due to the nature of excavating and site construction, the customer can expect minor surface damage to neighboring areas such as lawns, driveways and landscaping. Damage may include but is not limited to; track marks, tire marks, spoils left from material delivery, dust and vegetation damage. Any areas of interest to the customer must be reported before work commences (eg. New driveway, areas not permitted on etc). Any repairs requested by the homeowner will be priced on site by a supervisor and approved via email or writing.
10. The customer can expect settling and natural compaction in areas that have been recently excavated. This cannot be avoided and the customer should expect to purchase additional topsoil once the area has settled at their own expense. Settling can vary in severity depending on native soil conditions, weather and other external factors. Homeowners can request extra top soil to be left on site to address settling at an additional cost. Erosion will continue until mature vegetation has been established. Manual or machine compaction is not performed in landscape areas (lawns, septic beds, tanks etc).
11. The customer takes all responsibility for any changes to the final grade (ie applying additional top soil, fill or other aggregate) after job completion by DK Excavating LTD.

Septics

12. Complete Septics installed from November to May (or from first frost to spring melt) will require DK Excavating to return to final grade and seed when the weather conditions allow. An estimate will be provided once the area is ready for grading. Settling and area conditions can greatly vary due to snow and ice cover making estimation at time of installation inaccurate.
13. DK Excavating LTD will warranty complete workmanship on all septic tank replacements by DK Excavating LTD for 3 years from the date of installation. Warranty includes the physical tank and replacement materials installed at the time of replacement. The condition of the bed is not assessed during this replacement and DK Excavating



accepts no liability for failed septic beds. Generally, the condition of the tank is reflective of the septic leaching bed and the customer can expect the bed to be in poor condition as well.

14. DK Excavating LTD will warranty complete workmanship on all septic systems installed by DK Excavating LTD for 5 years from the date of installation. After 5 years the root cause of the failure must be determined to be workmanship related and not owner abuse or poor maintenance. It is the responsibility of the homeowner to maintain records pertaining to maintenance.
 - a. Required Septic Maintenance and Conditions for all septic related Warranty
 - i. All water drainage and features (downspouts, lawn irrigation, driveway runoff etc) are to be diverted at minimum 2M from the septic area to ensure ground water does not infiltrate the system.
 - ii. Any traffic or compaction over the bed or tank area immediately voids any workmanship guarantee on the system.
 - iii. Failure to clean the effluent filter yearly immediately voids any workmanship guarantee on the system.
 - iv. Failing to pump the septic tank minimum every 3 years immediately voids any workmanship guarantee on the system.
 - v. Only household grey water and wastewater is to be ejected into the septic system. All other drains must be ejected to a sump pit. Examples may include but are not limited to: garage/outside drains, water softeners, water treatment systems etc. Any fixtures outside of bathrooms, kitchen/bar sinks, dishwashers or washing machines can cause damage to the septic system and will void the warranty.
 - vi. Connecting additional fixtures not within the provided fixtures immediately voids any warranty as the system is designed to handle the calculated daily flow.
15. By law, the final septic inspection requires sod or grass seed to be applied prior to the permit closure. In the event the customer is providing their own seed or sod, they are required to contact DK Excavating LTD to book the final inspection.

Miscellaneous

16. Areas prepped by DK Excavating (ie. Paving, concrete forming etc) should not be left exposed for more than 2 days. DK Excavating is not liable for erosion, loosening or caving of areas left exposed to the elements or delays by downstream contractors.
17. In the event other contractors hired by the customer are on site, the customer accepts responsibility for any damages caused by the contractors to DK Excavating LTD equipment and any work completed or in progress by DK Excavating LTD. DK Excavating LTD is also not responsible for any delays caused by other contractors.
18. DK Excavating LTD will provide their expert recommendation for the scope of work in the estimate. The customer will assume responsibility for any deviations from the recommendations.

I authorize that I have read, understand and accept all of the above terms and conditions provided to me. If I do not physically sign this, by authorizing the provided quote to proceed, I am accepting the above terms and conditions.

Name: _____

Signature: _____



Date: _____