

ALASKA SHEAR & PLOW

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EXCAVATION, GRADING & SITE WORK — TERMS OF SERVICE

Revision 3 — September 21, 2026. Supersedes all prior versions.

These terms apply to excavation, grading, drainage, road and driveway construction, hardscape, and lawn installation described in the accepted quote. Together, the accepted quote and these terms form the agreement between the Client and Alaska Shear & Plow (the "Contractor").

1. SCOPE AND PLANS

Work is limited to quantities and actions specifically described in the accepted quote. Where the Client supplies plans, surveys, grades, or specifications, the Contractor builds to them and is not responsible for errors in the design, for whether the design suits the site, or for work required by conditions the plans and information supplied by Client did not show. Verbal additions are not part of the scope until confirmed in writing. The Contractor's workmanship will meet normal industry standards. Materials will meet local standards for like and similar local materials.

Contractor is not responsible for, nor liable for, reviewing and verifying plans, surveys, and other materials supplied by Client or third-parties. Contractor may rely upon the representations of Client and related third-parties such as engineers and surveyors regarding subsurface conditions. Contractor is not responsible for, nor liable for, inspecting and verifying work product, such as plans, drawings or other documents prepared or provided by others.

Contractor is not responsible for, and not liable for, defects or insufficiency in work performed by others, including any subsurface construction under or around the work that Contractor is to perform in accordance with this agreement. If Contractor is directed by Client or Client's representatives, such as Client or Client's general contractor or engineer, to place materials and work on top of work performed by others, such as subsurfaces, footings, foundations, electrical, water, and sewer lines, septic systems, etc., Contractor shall not be liable for, nor responsible for, any problems, damages, claims, nor causes of action arising as a result of defects in the work of others and Client shall defend and indemnify Contractor from same in accordance with the indemnity provisions of these terms of service, which are a material part of this agreement.

WITHDRAWAL FROM CONTRACT WITHOUT PENALTY:

In the event that Contractor reasonably determines that Client has requested work or work procedures or practices that are unsafe, contrary to law, or generally infeasible because, as examples, unforeseen subsurface or other site conditions, work of others, severe weather, force majeure, scheduling or access conflicts with others working on the job site, equipment unavailability, defective work or site preparation or work by others, or other causes beyond the reasonable control of Contractor, then Contractor may in its discretion withdraw from this contract without penalty or liability and may decline to perform such work upon 24 hours notice to Contractor specifying the reasons.

2. UTILITY LOCATES AND PRIVATE LINES

The Contractor requests public utility locates through the Alaska Dig Line (811) before excavation. **Locates do not cover private lines.** The Client must identify and mark all private underground facilities before work begins, including septic tanks, lids, and leach fields; well lines and water service; propane and fuel lines; electrical and communication lines to outbuildings, wells, gates, and lights; sprinkler lines; and drain tile. The Contractor is not liable for damage to unmarked or mis-marked private facilities, or for public facilities not located or not located accurately by the utility.

3. SITE CONDITIONS AND UNKNOWNNS

Quotes are based on visible surface conditions and the information provided by the Client. **Subsurface conditions cannot be known until excavation begins.** If the Contractor encounters rock, boulders, permafrost, frozen ground, groundwater, springs, unsuitable or organic soils, buried debris, old foundations, tanks, abandoned lines, or contaminated material or other circumstances, the Contractor will promptly notify the Client or Client's designated representative by text or Email prior to proceeding further. Any additional work pursuant to a change order shall be additionally billed at the Contractor's hourly and material rates after execution of a mutually acceptable change order specifying the reason for the change order and the additional cost to Client.

4. QUANTITIES, MATERIALS, AND CHANGE ORDERS

Excavation, fill, gravel, topsoil, and haul quantities are estimates based upon surface inspection. Work is billed on actual quantities placed, removed, or hauled. Imported material is billed per load or per yard as delivered. Changes to scope, depth, grade, area, or material are billed under a written change order, and work on the change may proceed on the Client's written or text approval.

5. PERMITS, PROPERTY LINES, AND WETLANDS

The Client is responsible for all permits, easements, setbacks, and approvals, and for determining whether the work area includes wetlands, stream buffers, or fish habitat requiring review by the Kenai Peninsula Borough, a city, ADEC, ADF&G, or the U.S. Army Corps of Engineers, unless permitting is separately quoted. The Client is responsible for identifying property corners and lines; the Contractor works to the markers the Client identifies and is not liable for work or materials placed beyond a property line based on those markers. Surveying, if desired, is quoted separately.

6. SITE ACCESS AND SAFETY AND EXISTING IMPROVEMENTS

Heavy equipment must cross the property to reach the work. The Client must identify areas not to be crossed, including septic leach fields, shallow lines, and soft ground. The Contractor is not liable for damages or restoration arising as a result of rutting, compaction, or damage to lawn, driveway, landscaping, or structures along the access route that were not identified, or that are a normal consequence of equipment access. Restoration of access routes, if desired, is quoted separately. Client shall properly control its site and access to its site, shall prevent ingress by unauthorized persons, shall cause its site to be properly marked and protected, and shall provide for protection of existing improvements and the

work of others. If a general contractor, Client shall also ensure site safety as provided by OSHA regulations and shall provide that all personnel on the job site be properly trained in workplace safety around heavy equipment and excavations.

7. GRADING, FILL, SETTLEMENT, AND FROST

Finish grading is performed to reasonable industry tolerances for the material and equipment used. New fill settles and Alaska soils move with freeze and thaw. The Contractor is not liable for settlement, frost heave, cracking, or movement of fill, grades, surfaces, or structures after completion, or for erosion before vegetation or surfacing is established.

8. DRAINAGE

Drainage work directs surface water as described in the quote. **The Contractor does not guarantee that water will not pond, flow, or enter any structure**, and is not liable for groundwater, seasonal high water, spring runoff, ice damming, frozen culverts or drain lines, water arriving from adjacent property, or changes in drainage caused by later construction or grading by others. The Client is responsible for keeping culvert ends, ditches, and drain outlets clear.

9. ROADS, DRIVEWAYS, AND GRAVEL SURFACES

Gravel roads and driveways are built with the base, surface material, and compaction stated in the quote. Gravel surfaces develop washboard, ruts, potholes, and dust with use and weather; periodic regrading and additional material are maintenance and are not covered. Paving, geotextile, and dust control are included only if quoted.

10. HARDSCAPES AND RETAINING WALLS

Walls, pavers, and block are installed per the manufacturer's specifications or the engineered plans provided. Walls over four feet in height, tiered walls, or walls supporting a slope, structure, driveway, or other surcharge may require engineering, which is the Client's responsibility unless otherwise quoted. Block color varies by lot; efflorescence and minor movement with freeze and thaw are normal and are not defects.

11. LAWNS — SEED AND SOD

Lawn establishment depends on watering, weather, and soil, which the Contractor does not control. **Germination and establishment are not guaranteed**. The Client must water as directed beginning the day of installation. Weeds in new lawns are expected and are not a defect. Sod that fails from lack of water, foot traffic, pets, or equipment within the first thirty (30) days is replaced at the Client's cost.

12. WEATHER AND SEASONAL DELAYS

Schedules are estimates. Rain, breakup, frost, snow, wet soils, and material or equipment availability can delay work, and the Contractor is not liable for delay caused by weather, site conditions, utility locate delays, permitting, or other causes beyond its reasonable control.

13. PAYMENT, DEPOSITS, AND LIEN RIGHTS

Deposits and progress payments are due as stated in the quote. Material is billed on delivery. Final payment is due on completion. If any payment is not made when due, the Contractor may suspend work; suspension does not relieve the Client of amounts owed. The Client is responsible for reasonable collection costs and attorney fees. **The Contractor reserves all lien rights under Alaska law** for labor, materials, and equipment furnished to the property.

14. WARRANTY

The Contractor warrants its workmanship for one (1) year from completion and will correct defective workmanship reported in writing within that period. Materials carry the manufacturer's warranty only. This warranty does not cover settlement, frost movement, erosion, drainage performance, lawn establishment, gravel surface wear, damage caused by the Client or others, or work performed by others or altered by others. This is the Client's sole remedy for defective work.

15. LIMITATION OF LIABILITY, RELEASE, AND INDEMNIFICATION — PLEASE READ CAREFULLY

LIMITATION OF CONTRACTUAL LIABILITY. TO THE FULLEST EXTENT PERMITTED BY ALASKA LAW, THE TOTAL CONTRACTUAL LIABILITY OF THE CONTRACTOR AND ITS OWNERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS UNDER THIS AGREEMENT, FOR ALL CLAIMS COMBINED, IS LIMITED TO THE AMOUNT PAID BY THE CLIENT FOR THE WORK GIVING RISE TO THE CLAIM. CONTRACTOR AND ITS OWNERS ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOST PROFITS, DELAY DAMAGES, OR DAMAGE TO STRUCTURES OR PROPERTY ARISING FROM SETTLEMENT, FROST MOVEMENT, DRAINAGE, SUBSURFACE CONDITIONS, UNFORESEEN CIRCUMSTANCES OR SITE CONDITIONS, DEFECTIVE OR INSUFFICIENT WORK PERFORMED BY OTHERS, DEFECTIVE OR INADEQUATE MATERIALS EMPLACED BY OTHERS, FORCE MAJEURE, OR OTHER CAUSES BEYOND THE CONTRACTOR'S REASONABLE CONTROL.

RELEASE OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY ALASKA LAW, THE CLIENT WAIVES, RELEASES, AND DISCHARGES THE CONTRACTOR AND ITS OWNERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS FROM ALL CLAIMS FOR DAMAGE TO UNMARKED OR MIS-MARKED PRIVATE UTILITIES, FOR DAMAGE TO PROPERTY ALONG IDENTIFIED OR UNRESTRICTED ACCESS ROUTES, AND FOR SETTLEMENT, FROST MOVEMENT, EROSION, DRAINAGE PERFORMANCE, OR SUBSURFACE CONDITIONS, INCLUDING CLAIMS ALLEGEDLY ARISING IN PART FROM CONTRACTOR'S ALLEGED ORDINARY NEGLIGENCE.

INDEMNIFICATION BY CLIENT. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE CLIENT SHALL FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CONTRACTOR AND ITS OWNERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LOSSES, DAMAGES, DEMANDS AND JUDGMENTS FOR CONTRIBUTION, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY, INCLUDING THE CLIENT'S FAMILY MEMBERS, TENANTS, GUESTS, INVITEES, MEMBERS OF THE PUBLIC, OTHER CONTRACTORS, AND NEIGHBORING PROPERTY OWNERS, FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING IN CONNECTION WITH, OR RELATED TO, THE WORK SITE, OPEN EXCAVATIONS, TRENCHES, STOCKPILES, EQUIPMENT, OR MATERIALS ON THE PROPERTY, FACILITIES OR

CONDITIONS THE CLIENT SHOULD HAVE MARKED OR DISCLOSED, OR THE CLIENT'S PLANS, SURVEYS, DIRECTIONS, OR PROPERTY-LINE MARKERS, OR THE USE OF THE WORK AFTER COMPLETION. THIS GENERAL DEFENSE AND INDEMNIFICATION PROVISION IS INTENDED TO BE READ AS BROADLY AS MAY BE HARMONIOUS WITH ALASKA LAW.

EXCEPTION: PROVIDED HOWEVER, THAT TO THE EXTENT THAT THIS SECTION DOES NOT APPLY TO CLAIMS AND INSTANCES ARISING SOLELY AS A RESULT OF THE CONTRACTOR'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THIS EXCEPTION TO FULL INDEMNIFICATION IS INCLUDED TO COMPLY WITH ALASKA LAW GOVERNING INDEMNITY AGREEMENTS AND THIS EXCEPTION IS INTENDED TO BE READ AS NARROWLY AS ALASKA LAW ALLOWS. THE CLIENT'S DUTY TO DEFEND ARISES ON TENDER AND IS INDEPENDENT OF THE DUTY TO INDEMNIFY.

16. INSURANCE, SUBCONTRACTORS, GOVERNING LAW, AND ENTIRE AGREEMENT

The Contractor maintains commercial general liability, commercial automobile, and workers' compensation coverage as required by Alaska law; certificates are available on request. The Contractor may perform any part of the work through qualified subcontractors. This agreement is governed by the laws of the State of Alaska, and jurisdiction and venue for any dispute is the Superior Court for the State of Alaska, Third Judicial District at Kenai. These terms and the accepted quote are the entire agreement and supersede and control all prior discussions. Changes are effective only in writing. If any provision is found unenforceable, the remaining provisions stay in effect, and Sections 13 through 15 survive completion.

ACKNOWLEDGMENT. By signing below, the Client confirms that they have carefully read and agree to be bound by these Terms of Service, that they have marked or will mark all private underground facilities and no-access areas before work begins, and that they specifically acknowledge the limitations of liability, the release of liability, and the indemnification obligation in **Section 15**.

Client Signature

Date

Printed Name

Property Address

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