



2024

TERMS AND CONDITIONS FOR **CONSTRUCTION SERVICES**

The attached Estimate is AN ESTIMATE based upon the engineer's final design drawings. The final cost of the project will depend on other factors, including those outlined herein, that may or may not apply as the construction takes place.

The payment terms and schedule outlined herein and/or on the attached Estimate are designed to ensure that your project is funded from start to finish, that vendors are paid on time and that the construction will proceed in a timely manner. Payments terms must be adhered to throughout the project. If payments are late construction services will stop until the payment(s) are brought up to date. Late payments may also result in the filing of a Mechanic's Lien on the property as well as a delay in the completion of all necessary construction project paperwork, including for example the calling for building permit inspections and the closure of the building permit required at the end of the project.

Building Permit and Fees shall be Customer's responsibility. Conigliaro Block can pull the building permit for \$500 plus the permit fee amount charged by the permit authority. Reimbursement to Conigliaro Block for these fees shall be due upon issuance of the building permit. Conigliaro Block does not pull permits required by the Conservation Commission or any other local or state agency that deals with wetland issues.

Conigliaro blocks are heavy objects, ranging in weight from 500 to 3600 pounds per unit. All of the necessary gravel and other building materials are volumous and heavy. As such we utilize heavy equipment, including excavators, loaders and skidsteers. We also use pickup trucks, roll-off trucks, dump trucks, construction dumpsters, utility and straight trucks and tractor trailers to accomplish the work. This equipment and these trucks are large and heavy. The heavy equipment is typically rubber-wheeled or rubber-tracked to minimize damage to asphalt or concrete surfaces for example, however given the weight of the equipment and the need for that equipment to turn, to travel to and from areas of the site on asphalt or concrete surfaces and the need to pile dirt and move and dig buckets of dirt on top of the asphalt or concrete areas, damage will likely occur. Already loose or cracked asphalt or concrete, as well as seams and edges, are more likely to be damaged. Conigliaro Block is not responsible for damage to asphalt or concrete surfaces

on Customer's property, on the private or public right of way adjacent to Customer's property or on any neighboring property proximal or adjacent to the construction site. Any, and all, damage to asphalt or concrete surfaces resulting from block and material deliveries as well as construction activities shall be Customer's responsibility. The same goes for landscaped surfaces and lawn areas both on the construction site and adjacent to the construction site. The heavy equipment and delivery trucks that transport blocks and other materials to the site will likely damage landscaped areas on the site and adjacent to the site whether on the Customer's property, in the right of way or on a neighbor's property that is adjacent to the construction zone. Any, and all, damage to landscaped areas and surfaces shall be Customer's responsibility. Upon completion of construction all asphalt and concrete areas shall be broom swept. Conigliaro Block shall not be responsible for any new asphalt or concrete or any repairs to asphalt or concrete surfaces. Upon completion of construction, all landscaped and lawn areas and surfaces shall be rough graded. Conigliaro Block shall not be responsible for any new landscaping or any repairs to landscaped or lawn surfaces.

Conigliaro Block will contact DIGSAFE and follow DIGSAFE protocols prior to beginning as well as during work on your project. Markings that indicate underground utilities in or close to the construction zone may require relocation and/or other intervention. Extra charges shall apply for any relocation or other intervention that is required due to underground utilities. Typically, utility companies will only speak to an account owner. All contact with the applicable utility company(s) and costs associated with relocation or temporary removal of underground utilities shall be the Customer's responsibility. Above ground wires in the construction zone and adjacent areas may also pose a problem and need to be removed or relocated prior to beginning construction. All contact with the applicable utility company(s) and costs associated with relocation or temporary removal of overhead wires shall be the Customer's responsibility. Should overhead wires be present in such a way that work can proceed without the need to remove or relocate, the Customer shall still be responsible for any, and all, damage to the wires should they inadvertently be damaged or affected by construction activities. All contact with the applicable utility company(s) and costs associated with repair of damaged overhead wires shall be the Customer's responsibility.

All of the heavy equipment and trucks have engines, hoses and lines that contain oil, gasoline, diesel and/or hydraulic fluids. As such there is the potential for drips, leaks and ruptures. If a leak of fluid does occur it shall be cleaned up properly by the construction crew as needed. However, permanent stains to asphalt, concrete, painted surfaces or any other surfaces may occur and shall not be Conigliaro Block's responsibility.

During the excavation process we may encounter obstacles (i.e. an old foundation), sub-par soils (i.e. peat or clay), ledge and/or ground water. Obstacles can be demolished and removed. Wet and/or sub-par soils can be removed and replaced with large traprock below the base trench crushed stone or gravel to improve the bearing capacity. Oftentimes we can step over or around the ledge with our blocks. Ground water can be managed with the use of pumps. The management of obstacles, sub-par soils, ledge and/or groundwater shall incur additional charges. These additional charges shall be estimated for the Customer and work will only continue once Customer has approved these additional charges.

Excess fill will likely be generated during the construction process because per the engineer's plan, only good, specified aggregates can be utilized below the wall, behind the wall, for the drainage column and in the Geogrid zone. Sometimes trenches and trench walls end up wider than hoped due to poor soil conditions and/or wet conditions which can result in trench wall sloughing and therefore some more excess fill. Additional charges, per load, shall apply for all loads of excess fill that must be removed from the site. The additional charges shall be estimated for the Customer once the need to remove additional fill is identified. Customer shall be responsible for all costs associated with the removal of excess fill.

Private underground sprinkler, electrical or lighting systems located in the construction zone are not typically marked by DIGSAFE and will likely be damaged extensively. Customer's knowledge of such systems should be shared with Conigliaro Block and the Customer should deactivate the systems prior to work beginning on site. Conigliaro Block shall not be responsible for damage to these systems. When pipes or wires are encountered and/or severed they shall cut as necessary and the stub shall be pulled up so future repairs by others may be accomplished more easily. Conigliaro Block shall not be responsible for any new underground sprinkler, electrical or lighting systems or any repairs to underground sprinkler, electrical or lighting systems.

If Geogrid is required as part of your wall's design, the design normally calls for the grid to be "sandwiched" between courses of blocks with the front edge of the grid placed even with the front edge of the front face of the blocks. As such some grid may be visible and/or slightly protruding from the front face of the wall. This is normal.

Conditions in the field may require the occasional use of shims between blocks to help keep the courses of blocks level as the block stacking proceeds higher and higher. The need for shims can also be caused by the slight dimensional variability from block to block that is inherent in the block manufacturing process. Shims can be pieces of asphalt shingle or something similar. In the alternative small amounts of sand or fine gravel may

occasionally be used between blocks for the same reason. The use of shims on occasion is normal.

The engineer may call for adhesive to be used between courses of blocks. In other cases, adhesive may be used where a change to the block configuration must be made due to field conditions, i.e. the need for an additional block not called for in the design due to site specific topography. The additional block may require the use of adhesive in lieu of, or in addition to, the male/female knob connection.

If your wall design calls for the wall to be “battered back”, that means it will be installed with a tilt back into the retained hill. This tilt will be accomplished by using either custom poured concrete wedges or by installing the base trench crushed stone bed with the prescribed angle of tilt. The battered back blocks will be tilted back which also means the drain pipes that are installed in some of the blocks as part of the wall’s drainage system design will also be slightly battered back. This is normal and will not affect the ability of the drainage system to function properly.

Customer shall supply a water source and an electrical source, typically a working water spigot and a working electrical outlet on the outside of the house or building for Conigliaro Block’s use as needed during the project.

Conigliaro Block shall order a PortaPotty for use by the construction crew during the project. The cost of the PortaPotty shall be included in the attached Estimate.

If Wetland Mitigation or protection is required additional charges shall be estimated and shall be Customer’s responsibility. This shall include the cost of silt fences, haybales, hay socks or other supplies as well as the labor to install, maintain and possibly remove the same upon project completion. Removal is typically done by others as other phases of construction typically follow Conigliaro Block’s work.

PAYMENT TERMS FOR A CONSTRUCTION SERVICES:

- a. 50% of estimated cost due with execution of these Terms and Conditions and the attached Estimate in order for Conigliaro Block to begin manufacturing blocks and procure other required materials.
- b. 25% of estimated cost due prior to beginning construction
- c. 25% of estimated cost due at the halfway point of construction

In the event of any claim or action by Conigliaro Block due to a failure or refusal by Customer to make any payment when due, Customer agrees to pay all costs and reasonable attorney’s fees incurred by Conigliaro Block as result thereof.

MISCELLANEOUS:

This Terms and Conditions Agreement and the attached Estimate constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any prior or contemporaneous written or oral agreement.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

This Agreement shall not be modified except by written agreement of the parties.

This Agreement shall be governed by the laws, and only enforced in the courts, of the Commonwealth of Massachusetts without regard to its conflicts of laws principles.

The headings of the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

This Agreement may be executed in multiple counterparts (and transmitted by fax or by email), each of which shall be deemed an original, but all of which taken together shall constitute one instrument.

If Customer wishes to proceed, please sign each page of these Terms and Conditions as well as the attached Estimate and scan back to us at sales@conigliaro.com

CUSTOMER SIGNATURE

DATE