




2024

TERMS AND CONDITIONS FOR **ENGINEERING SERVICES BY OTHERS**

CONIGLIARO BLOCK DOES NOT PROVIDE PROFESSIONAL ENGINEERING SERVICES:

Conigliaro Block manufactures blocks but does not design walls or other site improvement projects utilizing its Block Products and strongly recommends that Customer retain and work with a registered professional engineer as may be required.

If needed, Conigliaro Block will suggest the name of a registered professional engineer that is familiar with Conigliaro Block's products. The Customer may directly retain, and pay for, the services of the registered professional engineer to perform segmental block design work on behalf of Customer. Conigliaro Block's involvement in the provision of design services is solely for the purpose of introducing the Customer to an engineer familiar with our products and facilitating communication between the parties during the quoting, construction and certification processes.  Customer shall be responsible for reviewing the

qualifications of the engineer suggested by Conigliaro Block. Conigliaro Block hereby disclaims any responsibility for the accuracy or suitability of the design work performed on the Customer's behalf. Responsibility lies with the registered professional engineer who personally stamps his/her design having performed his/her work utilizing years of formalized education and real-world experience. All registered professional engineers carry their own individual personal professional liability and/or errors and omissions insurance.

IN NO EVENT SHALL CONIGLIARO BLOCK BE LIABLE FOR ANY LOSS OF PROFIT OR ANY OTHER DAMAGE OR LOSS, INCLUDING, BUT NOT LIMITED, TO SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES BY CUSTOMER, ITS END-USERS OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE PERFORMANCE OF ENGINEERING SERVICES BY OTHERS.

Customer is responsible for reviewing, and compliance with, all the local zoning and building code requirements to determine under which conditions the City or Town's Building Department requires a retaining wall to be designed by a Registered Engineer. It is Conigliaro Block's experience that when a retaining wall is to be above 4 feet in height or is to be built in a challenging location or soil, the use of a registered professional engineer is normally required.



ENGINEER'S REQUIRED INFORMATION:

The engineer's job is to determine the length and the number of geosynthetic reinforcement material that is required to stabilize a site-specific segmental retaining wall system, as well as provide drawings and specifications that show how a wall should be constructed. Customer understands that it is responsible for providing the Engineer with accurate information regarding the site and project. In order for an engineer to create a project specific design, he or she typically must have the following information:

Soil Information. What kind of soil is on the site, what kind of soil will be used for the backfill and how strong is the soil? This information can be found by contacting the Project geotechnical Engineer or is contained in the evaluation report for the specific site.

Exact block and geogrid combination Customer wishes to use. Once the design is complete, Customer cannot change the block or the geogrid without having the engineer perform a complete redesign.

Proposed site grading plan. This shows the existing conditions and the proposed conditions. The engineer needs this information to determine the wall loading information, such as slopes, roads, driveways, parking lots or buildings. This grading plan will also show specific site information that may affect the wall design. Examples of this site-specific information would be existing and proposed topographic information, site drainage, proximity of adjacent below ground structures, location and evaluation of adjacent ponds, channels, rivers, etc.

SITE CONSTRUCTION INSPECTIONS ARE NOT TYPICALLY INCLUDED AS PART OF THE DESIGN ENGINEERING SERVICES THAT MAY BE ARRANGED AND PROCURED FROM THE DESIGN ENGINEER BY THE CUSTOMER. CONIGLIARO BLOCK, OR ANY SELECTED ENGINEERS, SHALL IN NO WAY BE RESPONSIBLE FOR SITE CONSTRUCTION INSPECTIONS DURING THE INSTALLATION OF WALL BLOCKS. CUSTOMER MAY ELECT TO SPECIFICALLY CONTRACT WITH THE DESIGN ENGINEER FOR SUCH SITE CONSTRUCTION INSPECTION SERVICES AND PAY THE ENGINEER DIRECTLY FOR SEPARATE SITE CONSTRUCTION INSPECTION FEES. THE CUSTOMER IS RESPONSIBLE FOR ALL HOURS INCURRED BY SITE INSPECTOR, PORTAL TO PORTAL, REGARDLESS OF QUOTED PRICE. SITE CONSTRUCTION INSPECTION SERVICES DO NOT INCLUDE THE COST OF SOIL COMPACTION TESTS OR SOIL ANALYSIS. IF REQUIRED, THE HIRING OF A TESTING COMPANY AND THE COST OF THESE ADDITIONAL TESTING SERVICES SHALL BE THE RESPONSIBILITY OF CUSTOMER. **IN NO EVENT SHALL CONIGLIARO BLOCK BE LIABLE FOR ANY LOSS OF PROFIT OR ANY OTHER DAMAGE OR LOSS, INCLUDING, BUT NOT LIMITED, TO SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES BY CUSTOMER, ITS END-USERS OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION**

ARISING OUT OF OR RELATING TO THE PERFORMANCE OF SUB-CONTRACT SITE CONSTRUCTION INSPECTION AND/OR TESTING SERVICES UNDER THIS AGREEMENT OR OTHERWISE.

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