



# **Bautex Block**

## **Insulated Concrete Block**

### **Engineered Wall System Solution**

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#### **SUMMARY OF ENGINEERING SERVICES**

As a convenience to project design teams, Bautex Systems, LLC ("Bautex") offers arrangements for an engineered wall solution for the construction of commercial and residential buildings using the Bautex Block insulated concrete wall system. Consulting engineers will provide structural engineering drawings for the conventionally reinforced Bautex Block walls specified in the project.

#### **Engineered Wall System**

Following is an outline of the scope of the independent engineering services provided:

- Structural designs for the portions of the project that include Bautex Block walls, including interior, exterior, load-bearing and non load-bearing walls.
- Details for connection of the walls to the roof framing and intermediate floor framing.
- Lintel and beam locations and details, if needed.
- Design does NOT include any structural steel, wood members, the foundation, or any other member except the Bautex Block walls.
- The Bautex Block walls must be continuously supported at the base.
- Final wall system plans and details ready for permitting and construction will be in PDF format.
- Engineering design will be per the applicable building code for the project.
- Field observations by an engineer are available at an additional cost.

#### **Engineering Fees and Terms**

The engineering services provided for the engineered wall system ("Work") utilizing the Bautex Block shall be provided by an independent licensed engineer ("Engineer"). The Work shall be specific for the project building ("Project") and for Project's owner ("Client") and the Client's benefit, usage and reliance. The warranties given by the Engineer arising from the Work shall be for and to the Client with Client having the right to make claims arising from the Work to and against Engineer only and within the Engineer's warranty of the Work only. Bautex is facilitating the engineering services and is not the Engineer or provider of the Work. Likewise, Bautex is not the provider of any warranties or representations related to or arising from the Work and shall not be liable to Client for damages arising from the Work. Bautex's liability is limited to the express warranty given by Bautex for and with its sale and delivery of Bautex Block.

Engineering fees are invoiced to the installing contractor providing the installation of the Bautex Block walls, or to the general contractor for the project. The invoice will be sent at the time the first order for materials for the project is received by Bautex. Any changes requested after Work has been completed are subject to additional charges.

For more information about the Bautex Engineered Wall System Solution, please contact Technical Services by email at [tech@bautexsystems.com](mailto:tech@bautexsystems.com) or by phone at (855) 922-8839.

**CONSULTING ENGINEERS  
STANDARD TERMS AND CONDITIONS FOR  
PROJECTS FOR BAUTEX BLOCK WALL SYSTEMS [2015 Rev. 1]**

This Standard Terms and Conditions ("T&C") is for producing engineering documents for a Bautex Block Wall System ("Work") in a specified building ("Project") for the Project's site owner ("Owner" and "Client"). The "Agreement" governs the Work by the engineer doing the Work ("Engineer") for the Project. The verbal, written or emailed request for Engineer to commence the Work shall constitute acceptance of this T&C.

**1.0 SERVICES**

1.1 Engineer shall render such services that are stated in the Project's "Scope of Work" for the stated fee arrangements. Unless specifically and expressly stated in the Scope of Work or written change order, no work or service shall be performed. No work or services shall be imputed or implied.

1.2 The Engineer's services are for the benefit, usage and reliance of the Client and relate only to the specified Project. There are no intended third-party beneficiaries and no contractual relationship with or claim or cause of action in favor of a third party.

1.3 Engineer shall have access to the Project site ("Site") in order to perform necessary activities within its Scope of Work. Presence of Engineer at the Site is only for its Work and does not include supervising or directing other work of the Client. Neither the presence of, nor any observations of Engineer shall excuse Client or its subcontractors of any deficiencies in their work. Observations of Engineer are only for observing Work within Engineer's Scope of Work.

**2.0 PAYMENT**

2.1 All invoices are due upon receipt unless you have been extended trade credit by Bautex. Accounts unpaid thirty (30) days after the due date are subject to a monthly service charge of 1.5% on the then unpaid balance.

2.2 Notwithstanding anything to the contrary and while Client shall ultimately be responsible for payment for the Work, Engineer acknowledges an agreement under which Bautex shall ensure timely payment of the "Design Fee" to Engineer.

**3.0 WARRANTIES AND LIABILITIES OF ENGINEER STANDARD OF CARE**

3.1 Engineer warrants only that Engineer's services shall be performed with the reasonable and ordinary degree of skill and care consistent with that currently and commonly exercised by a reputable member of the Engineering profession in the State of Texas under the same or similar circumstances. No other warranties, express or implied, including without limitation, any warranties of quality or fitness, are intended or made and all such other warranties are hereby expressly waived. The Work will be performed in accordance with the general standard of care practiced locally by providers of such services.

3.2 All warranties of the Work by Engineer shall be for and to Client and only Client shall have the right to make claims, within the parameters and limitations set out in this T&C, to and against Engineer arising from the Work and pursuant to Engineer's warranties of the Work.

3.3 Engineer is subject to only those damages, liabilities, or costs attributable to the negligent acts, errors or omissions or the willful misconduct of Engineer in connection with or related to Engineer's Work.

3.4 Engineer is not subject to or liable for any losses, fees (including experts' fees and attorneys' fees in defending such matters and enforcing the terms of this Agreement), costs, expenses, or any consequential damages of any kind, arising or in any way connected with the acts, inactions, conduct, fault, negligence, of Client or any other person or entity.

**4.0 LIMITATION OF LIABILITY**

4.1 NOTWITHSTANDING ANY OTHER PROVISIONS, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT THE LIABILITY OF ENGINEER AND ITS SUB-CONSULTANTS TO THE CLIENT AND TO ALL CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS ON THE PROJECT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER, OR CLAIMS' EXPENSES FROM ANY CAUSE OR CAUSES, SHALL BE LIMITED SO THAT THE TOTAL AGGREGATE LIABILITY OF ENGINEER AND ITS SUB-CONSULTANTS TO ALL THOSE NAMED ABOVE SHALL NOT EXCEED THE LESSER OF THE TOTAL FEE FOR SERVICES RENDERED ON

THE PROJECT OR THE MAXIMUM LIMIT OF ENGINEER'S ERRORS AND OMISSIONS INSURANCE POLICY, AND ANY CLAIMS AGAINST ENGINEER AND ITS SUB-CONSULTANTS FOR ANY OTHER ACTUAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARE HEREBY WAIVED AND RELEASED. CLAIMS AND CAUSES SUBJECT TO THIS LIMITATION OF LIABILITY INCLUDE, BUT ARE NOT LIMITED TO, NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR WARRANTY.

4.2 Engineer shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature, or description, for any cause whatsoever.

4.3 Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas. No action or claim of any kind whatsoever, whether in law or equity, may be brought against Engineer regarding any work performed by Engineer more than two years after the cessation of Engineer's work.

**5.0 PROPERTY**

5.1 All work papers (including reports, calculations, and other documents prepared by Engineer), copies of Client documents, electronic data files, and other work product generated by or for Engineer in connection with the Scope of Work are and shall remain the property of Engineer.

5.2 Client assumes all responsibility for the use of and any reliance upon any electronic data and/or anything generated from them. The controlling document regarding any document prepared by Engineer shall remain and always be the signed hard-copy paper document and not any electronic form or format of such document.

**6.0 TERMINATION**

6.1 In addition to termination otherwise authorized by law and equity, the agreement of Engineer and Client for the Work may be terminated by either party upon five business days prior written notice to the other party. In the event of termination, the Client shall pay Engineer for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**7.0 ENGINEER NOT BOUND**

7.1 Engineer shall not be bound by: any provision incorporating by reference another contract unless Engineer has expressly agreed to such in a writing; any provision imposing liquidated damages; any provision waiving any right to a mechanic's lien; any provision conditioning payment to Engineer for its services upon payment to Client or any of its agents or contractors by any third party; or any provision permitting Client to take possession of any property of Engineer.

7.2 Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existences Engineer cannot ascertain.

**8.0 DISPUTE RESOLUTION**

8.1 Any claims or disputes between the Client and Engineer shall first be submitted to non-binding mediation with a mutually agreed mediator.

**9.0 MISCELLANEOUS**

9.1 This T&C may only be amended, altered, or modified in writing signed by all parties. Waiver of any term herein shall not operate as a waiver of such term with respect to future performance. This T&C is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Bexar County, Texas.

9.2 If a court of competent jurisdiction determines that any term is invalid or unenforceable, the remainder shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.