

COMMON INDUSTRY PRACTICES

(For the Sale, Design, Manufacture, Delivery
and Erection of Metal Building Systems)

Section 1 - INTRODUCTION

1.1 General

Throughout the history of the Metal Building Industry, certain practices relating to the design, manufacture, sale and erection of Metal Building Systems have become traditional. The following sections contain a summary of those practices and the responsibilities of the parties involved in each step of the process.

This set of Common Industry Practices is not intended as a standard or as a specific guideline for the design, manufacture, sale or erection of any particular Metal Building System. Rather, it is intended to serve as a general checklist to assist the parties in preparing specific order or contract documents governing the transaction in question. If the parties so desire, these Common Industry Practices can be incorporated by reference, in whole or in part, into the order or contract documents for the sale of a Metal Building System. Wherever there is a conflict between the order or contract documents and these Practices, however, the contract shall prevail.

For a specific construction project, certain parties may perform more than one function. For example, the Dealer may commonly perform the functions of the Contractor and General Contractor.

In a typical sale of a Metal Building System there are at least two independent written agreements — the Contract Documents and the Order Documents.

1.2 Definitions

- Manufacturer** - The party that designs and fabricates the materials included in the Metal Building System in accordance with the Order Documents as provided herein. If the manufacturer sells the Metal Building System directly to the End Customer, the Manufacturer also has the responsibilities of Dealer as described below.
- Contractor** - The party that has responsibility for providing the materials and erection of the Metal Building System as specified by the Contract Documents.
- General Contractor** - The party that has the overall responsibility for providing all materials and work for the Construction Project (including the Metal Building System) as specified by the Contract Documents.
- Erector** - The party that erects the Metal Building System. Either Dealer, Contractor, General Contractor or another party working under a subcontract may act as Erector.
- Dealer** - The party that orders and purchases the Metal Building System from the Manufacturer for resale. Dealer is an independent contractor and is **not** an agent for the Manufacturer. For purposes of this definition, Dealer means any Buyer of a Metal Building System other than the End Customer.

For any specific Construction Project, Dealer may act as a Material Supplier, Contractor, Erector and/or General Contractor. The Dealer may or may not provide professional design services. In any event, **Dealer** is responsible for preparing the Order Documents and receipt of materials as provided herein.

- If Dealer acts only as a Material Supplier, Dealer has no responsibility for erection of the Metal Building System. In this event, Dealer is responsible for conveying to Contractor or End Customer the engineering data, plans and other information that are provided by the Manufacturer.
- End Customer**
- The party who will be the initial owner of the Construction Project for the purpose of occupying the building or leasing or reselling the completed structure for purposes of occupancy by others. As used herein, the term includes any agent of the End Customer including any Design Professional or General Contractor retained by the End Customer. In any event, End Customer may not act as Dealer. For a specific Construction Project, End Customer may act as its own General Contractor.
- If End Customer acts as General Contractor, it may purchase materials only from Dealer or may purchase the Metal Building System from a Contractor.
- If End Customer purchases materials only from Dealer, End Customer also has the responsibility for erection of the Metal Building System as provided herein.
- Design Professional**
- An architect or engineer retained by the End Customer or General Contractor or Dealer to assist in the preparation of design specifications for Construction Project including the Metal Building System and its erection, and where appropriate, to assist in supervising the construction process for compliance with the Contract Documents.
- For a specific Construction Project, the responsibilities and rights of the Design Professional and the End Customer (or General Contractor or Dealer) are defined in a separate agreement for professional services between the parties.
- Order Documents**
- The documents normally required by the Manufacturer in the ordinary course of entering and processing an order by which Dealer orders the Metal Building System from Manufacturer. Order Documents consist of the Purchase Order, the manufacturer's written acceptance and any other writings, drawings, specifications or other documents required by the Manufacturer in the ordinary course of entering and processing an order, unless specifically agreed in writing by the Manufacturer, specifications and drawings prepared by Dealer, End Customer or its Design Professional are not part of the Order Documents.
- Contract Documents**
- The documents that define the material and work to be provided by the Contractor or the General Contractor (or Dealer, if acting in these capacities) for a Construction Project. The Contract Documents consist of written agreement defining the scope of work, contract price, schedule and other relevant terms of the agreement. Typically, they include the Design Professional's drawings and specifications (if any), and may include the erection instructions and drawings of the Manufacturer and drawings of any other subcontractor and any general or special terms and conditions referenced on and bound with the Contract Documents.
- Construction Project**
- Includes all material and work necessary for the construction of a finished structure for occupancy by End Customer, such as site preparation, foundations, mechanical, electrical work, etc. The Metal Building System and the erection of the Metal Building System are both elements of the Construction Project.

Section 2 - SALE OF A METAL BUILDING SYSTEM

2.1 General

All materials included in the Metal Building System are in accordance with the Manufacturer's usual details and standards unless otherwise specified on the Order Documents.

2.1.1 Generally Included Parts - The parts included in the sale of a Metal Building System are established solely by the Order Documents between the Manufacturer and the Dealer. A typical sale may include the following parts:

1. The end and interior frames of the Metal Building System including columns, rafters, and flange bracing.
2. Horizontal load bracing, purlins, girts, eave members, end wall columns, base angles, and other structural framing required to support the roof and wall coverings of the Metal Building System.
3. Nuts and bolts for steel to steel connections of the structural framing of the Metal Building System.
4. Exterior metal roof and wall covering of the Metal Building System including trim, fasteners, sealants and closures.

2.1.2 Accessories - The following items are commonly available from the Manufacturer and may be included in the Metal Building System, but will be provided only when expressly specified by the Dealer in the Order Documents:

1. The personnel doors, windows, slide doors, hangar doors, translucent panels and ventilators that are installed in the exterior metal walls and roofs of the Metal Building System. These items will include the necessary hardware, framing, trim and fasteners to be installed per the Manufacturer's standards.
2. Framed openings for doors (such as overhead, roll-up, slide, hangar, etc.).
3. Glass and glazing when included in the Manufacturer's standards.
4. Fascias, canopies and overhangs connected to the Metal Building System.
5. Eave gutters, valley gutters, and the external downspouts to the bottom of the Metal Building System wall.
6. Crane runway beams, supports and crane bracing.
7. Mezzanine or floor framing, joists, steel deck.

2.1.3 Other Materials - The following items are not commonly available from the Manufacturer:

1. Materials for foundations or concrete or masonry walls such as reinforcing steel, concrete and masonry material, anchor bolts, embedments, anchor bolt templates, leveling plates, tie rod or any other materials required to set or connect to masonry or concrete.
2. Interior downspouts, underground drains and connections.
3. Insulation and insulation accessories.
4. Fire protection materials and systems.
5. Interior framing and finishing materials.
6. Cranes, crane rails, crane runway stops and material handling systems.
7. Electrical equipment, apparatus and wiring.
8. Mechanical equipment such as fans and air conditioning and ventilation units.
9. Miscellaneous iron or steel including, but not limited to, stairs, ladders, railings, platforms, conveyors, hangers, etc.
10. Overhead, roll-up, or other industrial type doors.
11. Flashing or counter flashing material used for tie-in to other structures.

2.2 Changes in Order Documents or Contract Documents

Changes in the Order Documents must be in writing and must be agreed to by the Dealer and the Manufacturer (including any adjustment to the contract amount and schedule) prior to the Manufacturer proceeding with such changes or additions. Changes in the Contract Documents by the End Customer must be in writing and must be agreed to by the Dealer (including any adjustment in the contract amount and schedule). Changes in the Contract Documents have no effect on the Order Documents. If the Contract Documents are changed in such a way as to require a change in the Order Documents, the Dealer must obtain a change in the Order Documents in accordance with the provisions of this subsection.

Section 3 - DESIGN OF METAL BUILDING SYSTEM

3.1 Design Responsibility

If the End Customer hires a Design Professional for a construction project, it is the responsibility of the Design Professional to specify the design criteria for the Metal Building System to be used by the Dealer and Manufacturer including all applicable design loads.

If the End Customer does not retain a Design Professional, it is the responsibility of the End Customer to specify the design criteria to be used for the Metal Building System including all applicable design loads.

In any event, it is the responsibility of the Dealer to interpret all aspects of End Customer's specifications and incorporate the appropriate specifications, design criteria, and design loads into the Order Documents submitted to the Manufacturer.

It is the responsibility of the Manufacturer, through the Manufacturer's Engineer, to design the Metal Building System to meet the specifications including the design criteria and design loads incorporated by the Dealer into the Order Documents. The Manufacturer is not responsible for making an independent determination of any local codes or any other requirements not part of the Order Documents.

The Manufacturer is responsible only for the structural design of the Metal Building System it sells to the Dealer. The Manufacturer or the Manufacturer's Engineer is not the Design Professional or Engineer of Record for the Construction Project. The Manufacturer is not responsible for the design of any components or materials not sold by it or their interface and connection with the Metal Building System unless such design responsibility is specifically required by the Order Documents.

When specified by the Order Documents, the Manufacturer is responsible for supplying adequate evidence of compliance with the specifications, design criteria, and design loads, and other specified information necessary for the Dealer or Design Professional to incorporate the Metal Building System into the Construction Project.

In the event of discrepancy between the plans and specifications for the Metal Building System, the specifications govern. In the event of discrepancy between scaled dimensions and numerical dimensions on the plans included as part of the Order Documents, the numerical dimensions govern.

3.2 End Customer Responsibility

- 3.2.1 General** - The End Customer is responsible for identifying all applicable building codes, zoning codes, or other regulations applicable to the Construction Project, including the Metal Building System. It is the responsibility of the End Customer to prepare complete specifications including the applicable design criteria, codes, standards, and regulations, and all the design loads or other requirements which affect the design or erection of the Metal Building System. The following information must be supplied to the Dealer by the End Customer or his Design Professional. This information must, in turn, be supplied to the Manufacturer by the Dealer:
1. The building geometric requirements such as length, width, height, roof shape and slope, and clearance requirements both vertical and horizontal.
 2. The applicable code or standard that describes the application of design loads to the Metal Building System.
 3. The applicable design loads including Live, Snow, Wind, Seismic, Collateral and Auxiliary loads including information concerning Collateral and Auxiliary loads required by the Manufacturer to enter the order. Unless design loads or conditions are specifically set out in the Order Documents, the Manufacturer assumes that no such loads or conditions exist.
 4. Location and building use categories that affect the Importance Factors of the specified code or standard.
 5. Site and construction conditions that affect design criteria such as conditions causing snow drifting including location of adjacent structures.
 6. Open wall conditions.
 7. All information necessary to ensure that the Metal Building System can be designed to comply with the specified code or standards and is compatible with other materials used on the Construction Project.
- 3.2.2. Foundation Design** - The Manufacturer is not responsible for the design, materials and workmanship of the foundation. Anchor bolts plans prepared by the Manufacturer are intended to show only location, diameter, and projection of anchor bolts required to attach the Metal Building System to the foundation. The Manufacturer is responsible for providing Dealer the loads imposed by the Metal Building System on the foundation. It is the responsibility of the End Customer to ensure that adequate provisions are made for specifying bolt embedment, bearing angles, tie rods, and other associated items embedded in the concrete foundation, as well as foundation design for the loads imposed by the Metal Building System, other imposed loads, and the bearing capacity of the soil and other conditions of the building site.
- 3.2.3 Ventilation, Condensation and Energy Conservation** - The Manufacturer does not design or check a ventilation or energy conservation system unless required by the Order Documents and is not responsible for the adequacy of specified ventilation and energy conservation components. The End Customer assures that adequate provisions are made for ventilation, condensation, and energy conservation requirements.
- 3.2.4. Framed Openings** - The design of framed openings in accordance with the design loads specified by the Order Documents is the responsibility of the Manufacturer. Design of materials supplied by others to be installed in these openings is the responsibility of the End Customer. It is the responsibility of the End Customer to supply to the Dealer design loads and other requirements which affect the design of the Metal Building System and its compatibility with other materials. The Dealer must incorporate these requirements into the Order Documents.
- 3.2.5. Effect on Existing Buildings** - The Manufacturer does not investigate the influence of the Metal Building System on existing buildings or structures. The End Customer assures that such buildings and structures are adequate to resist snow drifts or other conditions produced by the Metal Building System.

3.3 Manufacturer's Responsibility

3.3.1 General - The Manufacturer is responsible for the design of the Metal Building System as defined by the Order Documents, and for providing engineering data and approval drawings, as required by Order Documents.

3.3.2 Engineering Data - The Manufacturer provides a letter of design certification, design calculations, or other engineering data specified in the Order Documents.

The letter of design certification and design calculations are sealed by the Manufacturer's Engineer who is a registered professional engineer in the manufacturer's home state unless otherwise specified on the Order Documents. Erection drawings are not required to be sealed. In any event, the supplying of sealed engineering data and drawings for the Metal Building System does not imply or constitute an agreement that the Manufacturer or Manufacturer's Engineer is acting as the Engineer of Record or Design Professional for a Construction Project.

The letter of design certification states the order number and lists the design criteria including design codes and standards, design loads and other design information supplied to the Manufacturer as provided in paragraph 3.2, and certifies that the structural design complies with the requirements of the Order Documents.

Design calculations include the information contained in the letter of certification plus structural design data for the framing members and covering of the Metal Building System necessary to show compliance with the Order Documents. The structural design data includes magnitude and location of design loads and support conditions, material properties, and the type and size of the major structural members.

Design calculations may be manually or computer generated at the discretion of the Manufacturer, and are in accordance with the Manufacturer's usual procedures and standards unless otherwise specified by the Order Documents.

Testing by an independent laboratory or by the Manufacturer may be conducted on components and systems at the discretion of the Manufacturer. Reports of such tests may be part of the adequate evidence necessary to show compliance with the Order Documents.

3.3.3 Approval Documents - When required by Order Documents, approval documents including plans, design calculations, and other specified information are furnished by the Manufacturer to the Dealer for approval. In order for the Manufacturer to proceed with preparation of fabrication drawings and the manufacture of the Metal Building System, the Dealer returns one set of approval documents to the Manufacturer with a notation of outright approval or approval subject to Dealer's requested changes or corrections. Approval by the Dealer without any changes or corrections affirms that the Manufacturer has correctly interpreted Dealer's requirements as set forth on Order Documents. If there are differences between the approval documents as prepared by the Manufacturer and the Order Documents, the approval documents take precedence. If the Dealer returns the approval documents with requested changes or corrections, the documents shall be considered as a request to modify the Order Documents and must be agreed to by the Manufacturer pursuant to the provisions of paragraph 2.2.

Dealer may incorporate Manufacturer's approval data into documents submitted for the approval of the Contractor, General Contractor, or End Customer. In this event, only Dealer's approval or Dealer's requested changes and corrections are applicable to the Order Documents.

3.3.4 Plans - When approval documents are not required or the Dealer has approved the Manufacturer's approval documents, the Manufacturer prepares fabrication drawings and provides the Dealer prints of each of the final anchor bolt plans, erection drawings and erection instructions.

3.3.5 Fabrication Drawings - Fabrication drawings are not furnished by the Manufacturer.

Section 4 - MATERIALS AND FABRICATION

4.1 Materials and Material Tests

4.1.1 Materials - All materials used in the fabrication of Metal Building Systems shall be new and meet or exceed the physical requirements of the manufacturer's design and fabrication processes, and shall be in accordance with the Manufacturer's standards and procedures unless otherwise specified by the Order Documents.

4.1.2 Material Tests - The Manufacturer orders or tests material for inventory to meet the design criteria for strength and to ensure that these materials possess the qualities (including weldability) required by the fabrication process of each specified component of a Metal Building System. Each component is fabricated from inventory

material specifically ordered for that component. The Manufacturer checks and retains test reports covering current inventory materials ordered for stock, but because it is impractical to do so and because many components are pre-fabricated in mass production, records are not maintained such that individual components can be identified with individual test reports. If requested, the Manufacturer furnishes test reports of current inventory materials. These practices of ordering, testing, stocking, and fabricating make it unnecessary and impractical for the manufacturer to furnish test reports on the specific materials used in the manufacture of a specific Metal Building System. Any additional destructive or non-destructive tests shall be expressly provided in the Order Documents and are paid for by the Dealer.

4.2 Fabrication

4.2.1 General - Manufacturer is responsible for accurate quality workmanship.

4.2.2 Fabrication Tolerances - The fabrication tolerances set forth in Section 9 are applicable to cold-formed and built-up welded, structural members. For hot-rolled structural shapes, the fabrication tolerances shall be in accordance with the "Specification for Design, Fabrication, and Erection of Structural Steel for Buildings" published by the American Institute of Steel Construction, Inc. The Manufacturer may vary on specific tolerances if proper consideration is given to the effects that such variations may have on structural performance, fit-up, or appearance.

4.2.3 Welding Procedures - Welding procedures shall meet or exceed requirements of the Manufacturer's design. For welding procedures and pre-qualified welds, refer to "Structural Welding Code" (AWS D1.1) and "Specification for Welding Sheet Steel in Structures" (AWS D1.3) published by the American Welding Society.

4.2.4 Structural Framing Shop Primer - All structural members of the Metal Building System not fabricated of corrosion resistant material or protected by a corrosion resistant coating are painted one coat of shop primer. All surfaces to receive shop primer are cleaned of loose rust, loose mill scale and other foreign matter by using, as a minimum, the hand tool cleaning method SSPC-Sp2 (Steel Structures Painting Council) prior to painting. The Manufacturer is not required to power tool clean, sandblast, flame clean, or pickle. The coat of shop primer is intended to protect the steel framing for only a short period of exposure to ordinary atmospheric conditions. The coat of shop primer does not provide the uniformity of appearance, or the durability and corrosion resistance of a field applied finish coat of paint over a shop primer. Prepainted material may be used by the Manufacturer at his option provided the prepainted material is equal to shop priming. The Manufacturer is not responsible for deterioration of the shop coat of primer or corrosion that may result from exposure to atmospheric and environmental conditions, nor the compatibility of the primer to any field applied coating. Minor abrasions to the shop coat caused by handling, loading, shipping, unloading and erection after painting are unavoidable. Touch-up of these minor abrasions is the responsibility of the End Customer.

Shop painted steel which is stored in the field pending erection should be kept free of the ground, and so positioned as to minimize water-holding pockets, dust, mud, and other contamination of the paint film. Repairs of damage to painted surfaces and/or removal of foreign material due to improper field storage or site conditions are not the responsibility of the Manufacturer.

4.2.5 Piece Marking and Identification - All individual parts, or bundles and packages of identical parts, are clearly marked for verification and erection identification. Bolts and fasteners are packaged according to type, size, and length. Loose nuts and washers are packaged according to size. The shipping documents include a shipping list which shows the quantity, description and piece mark of the various parts.

4.2.6 Inspection - Material and parts are inspected by the Manufacturer during fabrication in accordance with Manufacturer's quality assurance program. Any additional inspections desired by the End Customer must be expressly provided in the Order Documents by the Dealer and are performed in the Manufacturer's plant, the cost of which is paid by the Dealer.

4.2.7 Loading - Materials are packaged in accordance with the Manufacturer's standards and loaded in the manner and sequence most convenient and economical for the Manufacturer unless otherwise provided by the Order Documents.

Materials are commonly fabricated for loading on 40 foot, flatbed, open trailers. If Dealer or Dealer's common carrier requires special size, packaging, and loading of materials, all such requirements must be specified on the Order Documents.

The carrier is responsible for securing materials loaded for delivery by truck. The Manufacturer is not responsible for the adequacy or legality of carrier's load or equipment.

Section 5 - DELIVERY AND RECEIPT

5.1 Delivery

Transportation may be by Dealer or Manufacturer as specified on the Order Documents. In any event, Metal Building System materials are delivered in the order or sequence that is most convenient and economical to the Manufacturer unless otherwise specified on the Order Documents. If materials are transported by a common carrier, Dealer is bound by the rules pertaining to shipment and receipt by common carrier. Materials may not be returned to the Manufacturer without the Manufacturer's prior written authorization.

If transportation is by Dealer, delivery is made to the Dealer at the Manufacturer's plant and Dealer is responsible for receipt at the Manufacturer's plant as provided herein. Dealer may subcontract all or part of the transportation to a common carrier. If Dealer subcontracts transportation, the common carrier is responsible for receipt of materials at the Manufacturer's plant and transportation of materials to the delivery address, and Dealer is responsible for receipt of materials at the delivery address as provided herein. Dealer may subcontract receipt of materials to Erector or Contractor.

If transportation is by Manufacturer, delivery is made to Dealer at the nearest accessible point to the delivery address specified on the Order Documents and Dealer is responsible for promptly receiving materials as provided herein. Manufacturer may subcontract all or a part of the transportation to a common carrier. In any event, Dealer or Erector is not a borrower of carrier's equipment during unloading or any other operation.

5.2 Receipt

5.2.1 Short Materials - Immediately upon delivery of material, material quantities are verified by the Dealer against quantities billed on shipping document. Neither the Manufacturer nor the carrier is responsible for materials shortages against quantities billed on shipping document if such shortages are not noted on shipping documents upon delivery of material and acknowledged by the carrier's agent. If the carrier is the Manufacturer, claim for shortages is made by the Dealer to the Manufacturer. If the carrier is a common carrier, claims for shortages are made by the Dealer to the common carrier. If the material quantities received are correct according to the quantities billed on the shipping documents, but are less than the quantities ordered or the quantities that are necessary to complete the Metal Building System according to the Order Documents, claim is made to the Manufacturer.

5.2.2 Damaged or Defective Material - Damaged material, regardless of the degree of damage, shall be noted on the shipping documents by the Dealer and acknowledged in writing by the carrier's agent. The Manufacturer is not responsible for material damaged in unloading or for packaged or nested materials, including, but not limited to, fasteners, sheet metal, "C" and "Z" sections, and covering panels that become wet and/or are damaged by water while in the possession of others. Packaged or nested materials that become wet in transit shall be unpacked, unstacked and dried by the Dealer.

If the carrier is the Manufacturer, claim for damage shall be made by the Dealer to the Manufacturer. If the carrier is a common carrier, claim for damage shall be made by the Dealer to the common carrier. The Manufacturer is not liable for any claim whatsoever including, but not limited to, labor charges or consequential damages resulting from the Dealer's use of damaged or defective materials that can be detected by visual inspection.

5.2.3 Excess Materials - The Manufacturer reserves the right to recover any materials delivered in excess of those required by the Order Documents.

Section 6 - ERECTION AND OTHER FIELD WORK

6.1 General

The Manufacturer of a Metal Building System is not responsible for the erection of the Metal Building System, the supply of any tools or equipment, or any other field work unless it has specifically contracted for these responsibilities. The Manufacturer does not provide any field supervision for the erection of the structure nor does the Manufacturer perform any intermediate or final inspections of the Metal Building System during or after erection. The term Erector in the following subparts refer to whichever firm or corporation has contracted to erect the Metal Building System.

6.2 Metal Building Systems Erection and Other Field Work

All work included in the erection of the Metal Building System shall be in accordance with the Erector's standard methods and procedures unless otherwise specified on the Contract Documents.

When erection of the Metal Building System is included in the Contract Documents, only the erection work listed in the Contract Documents is included in the Metal Building System erection.

6.2.1 Work Usually Included in Erection - The Erector furnishes:

1. All field labor, tools, and equipment necessary to unload at the building site and to completely erect, safely and properly, the Metal Building System. Some standard and non-standard components and accessories of a Metal Building System including, but not limited to, field located openings, special framing, flashing, trim, etc., require minor field modification and fitting.
2. Insulation and insulation accessories assembled in conjunction with the exterior wall and roof of the Metal Building System.
3. The compressed air and electric power required for Metal Building System erection if commercial power is not available at the job site.
4. Removal from the building and the job site of Erector's temporary buildings, rubbish resulting from erection work, unused screws and bolts, and drill shavings.
5. Temporary guys and bracing where needed for squaring, plumbing and securing the structural framing against loads such as wind loads acting on the exposed framing and seismic forces comparable in intensity to those for which the completed structure is designed, as well as loads due to erection equipment and erection operation, but not including loads resulting from the performance of work by others. Bracing furnished by the Manufacturer for the Metal Building System cannot be assumed to be adequate during erection. The temporary guys, braces, falsework and cribbing are the property of the Erector, and the Erector removes them immediately upon completion of erection.

6.2.2 Work Usually Not Included in Erection - Due to the widely varied types of work encountered in conjunction with the construction of metal building projects, the following is a partial list of the types of work not included in the erection of the Metal Building System:

1. Receipt of materials including inspection for short and damaged materials.
2. Site work.
3. Foundation, concrete or masonry work.
4. Setting or inspection of setting of anchor bolts, leveling plates, templates, column base tie rods or any item to be set or imbedded in concrete or masonry.
5. Grouting or filling of any kind under columns or door jambs or in the recess at the base of wall panels.
6. Glazing for the Metal Building System accessories.
7. Field painting or field touch-up of the structural framing shop coat or bolts, except the touch-up of field cuts and welds of the structural framing.
8. Commercial power, if available, including temporary power pole adjacent to the building.
9. Interior finishing or carpentry work of any kind.
10. Flashing, cutting, drilling or otherwise altering the Metal Building System, as required, for the assembly or installation of accessories, materials, or equipment supplied by other trades.
11. Glass cleaning.
12. Electrical, mechanical, masonry or fireproofing work.

6.3 Site Survey

The End Customer upon execution of the contract, furnishes a current correct survey of the site certified by a registered surveyor, and showing property lines and encroachments, bench marks, adjacent tracts, recorded or visible easements or rights of way easements known to the surveyor or easements for utilities and access restriction to adjacent streets. In addition, the End Customer causes property lines to be accurately staked on the job site and accurately identified to the Erector.

6.4 Concrete Slab, Foundation and Anchor Bolt Setting

The End Customer is responsible for all additional costs resulting from errors in the concrete slab and foundation or in the setting of anchor bolts, except where the concrete slab and foundation is constructed by the Dealer. The Erector is responsible for ensuring that concrete dimensions and anchor bolt locations are correct before setting any steel.

6.5 Interruptions, Delays, or Overtime Wages

The contract consideration for erection and other field work is computed on the basis of a normal forty-hour (five eight-hour days) work week (excluding Saturdays, Sundays, and recognized holidays). Any additional cost incurred by Erector through interruptions, delays, errors, or overtime wages caused by the End Customer or End Customer's contractors, is paid by the End Customer. Interruptions include call backs to complete portions of the erection or other field work that is postponed at End Customer's request.

6.6 Hazardous Job Site Conditions

If hazardous job site conditions prohibit the use of exposed arcs, standard electric motors or normal erection tools and equipment, the End Customer pays any additional costs resulting from such prohibition.

6.7 Accessibility of Job Site and Building Floor Area

The contract consideration for erection is based upon the End Customer furnishing the job site clean, level, fully accessible to trucks for delivery of materials and to erection equipment, and sufficiently compacted to support and permit ready movement of such trucks and equipment. In addition, the End Customer furnishes the building floor area, together with a level and compacted area outside the building at least twenty feet wide on all sides of the building, free of any existing structure not being tied into by the Metal Building System, property lines, fences, overhead obstructions, pits, machinery, ditches, pipelines, electric power lines, unsafe or hazardous conditions or other obstacles and fully accessible to Erector's employees, trucks and erection equipment to deliver, store, and lay out materials and to erect the Metal Building System. The End Customer pays to the Erector any additional costs incurred by the Erector resulting from the End Customer's failure to furnish the foregoing.

6.8 Erection Tolerances

Erection tolerances are those set forth in "AISC Code of Standard Practice" except individual members are considered plumb, level and aligned if the deviation does not exceed 1:300. (Ref. American Institute of Steel Construction, Inc., "Manual of Steel Construction", 8th Edition). When crane support systems are part of a Metal Building System, erection tolerances specified in Section 9 apply. To achieve the required tolerance, grouting of columns and shimming of runway beam may be required. If grouting of column bases is required, the End Customer shall provide such grouting. The party erecting the runway beam is responsible for shimming, plumbing, and leveling of the runway beams. When aligning the runway beams, the alignment should be with respect to the beam webs so that the center of the aligned rail is over the runway beam web.

6.9 Method or Sequence of Erection

The Erector, by entering into a contract to erect the Metal Building System, holds itself out as skilled in the erection of Metal Building Systems and is responsible for complying with all applicable local, federal and state construction and safety regulations including OSHA regulations as well as any applicable requirements of local, national or international union rules or practices.

The Manufacturer may supply erection drawings and instructions suggesting the sequence of erection and appropriate connection of the Metal Building System components. The erection drawings are not intended to specify any particular method of erection to be followed by the Erector. The Erector remains solely responsible for the safety and appropriateness of all techniques and methods utilized by its crews in the erection of the Metal Building System. The Erector is also responsible for supplying any safety devices, such as scaffolds, runways, nets, etc. which may be required to safely erect the Metal Building System.

The proper tightening and inspection of all fasteners is the responsibility of the Erector. All heavy structural (A325, A490) bolts and nuts must be tightened by the "turn-of-the-nut" method unless otherwise specified by the End Customer in the Contract Documents. Inspection of heavy structural bolt and nut installation by other than Erector must also be specified in Contract Documents and Erector is responsible for insuring that installation and inspection procedures are compatible prior to start of erection.

6.10 Correction of Errors and Repairs

The correction of minor misfits by the use of drift pins to draw the components into line, moderate amounts of reaming, chipping and cutting, and the replacement of minor shortages of material are a normal part of erection and are not subject to claim.

The Manufacturer does not pay claims for error correction unless the following claim and authorization procedure is strictly complied with by the Dealer, or if the correction work is begun prior to receipt by Dealer of Manufacturer's written "Authorization for Corrective Work." If erection is not by Dealer, Erector is responsible for providing Dealer the information necessary to make claim to the Manufacturer as provided below.

The Manufacturer is not liable for any claim resulting from use of any drawings or literature not specifically released for construction for the project.

The Manufacturer is not liable for any claim resulting from use by the Erector of any improper material or material containing defects which can be detected by visual inspection. Costs of disassembling such improper or defective material and costs of erecting replacement material are not subject to claim.

6.10.1 Initial Claim - In the event of error, the Dealer shall promptly make a written or verbal "Initial Claim" to the Manufacturer for the correction of design, drafting, bill of material or fabrication error. The "Initial Claim" includes:

1. Description of nature and extent of the errors including quantities.
2. Description of nature and extent of proposed corrective work including estimated man-hours.
3. Material to be purchased from other than the Manufacturer including estimated quantities and cost.
4. Maximum total cost of proposed corrective work and material to be purchased from other than the Manufacturer.

6.10.2 Authorization for Corrective Work - If the error is the fault of the Manufacturer, an "Authorization for Corrective Work" shall be issued in writing by the Manufacturer to authorize the corrective work at cost not to exceed the maximum total cost set forth.

Alternative corrective work other than that proposed in the "Initial Claim" may be directed by the Manufacturer in the "Authorization of Corrective Work." Only certain persons specifically designated by the Manufacturer may authorize corrective work.

6.10.3 Final Claim - The "Final Claim" in writing shall be forwarded by the Dealer to the Manufacturer within ten days of completion of the corrective work authorized by the Manufacturer. The "Final Claim" shall include:

1. Actual number of man-hours by date of direct labor use on corrective work and actual hourly rates of pay.
2. Taxes and insurance on total actual direct labor.
3. Other direct costs on actual direct labor.
4. Cost of material (not minor supplies) authorized by Manufacturer to be purchased from other than the Manufacturer including copies of paid invoices.
5. Total actual direct cost of corrective work (sum of 1, 2, 3, and 4). The "Final Claim" shall be signed and certified true and correct by Dealer. "Final Claims" are paid to such Dealer by the Manufacturer in an amount not to exceed the lesser of the maximum total cost set forth in written "Authorization for Corrective Work" or total actual direct cost of corrective work.
6. Cost of equipment (rental, or depreciation), small tools, supervision, overhead and profit are not subject to claim.

Section 7 - INSURANCE

7.1 General

Insurance carried on each individual Metal Building System project is subject to negotiation by the contracting parties. The following is a listing of insurance that may be carried in total or in part by Manufacturers, Dealers, Erectors, Contractors, General Contractors, and End Customers. It is essential that the End Customer verify the insurance carried by the Contractors and the General Contractor.

7.2 Manufacturer Insurance

7.2.1 Workman's Compensation

7.2.2 Comprehensive General Liability Including:

1. Bodily Injury
2. Property Damage (broad form)
3. Completed Operation - Product Liability
4. Contractual Liability (blanket form not excluding broad form agreement of specific contract form)
5. Personal Injury Liability

7.2.3 Comprehensive Automobile Liability Including:

1. Bodily Injury
2. Property Damage
3. Division I, Owned Automobiles
4. Division II, Hired Automobiles
5. Division III, Non-Ownership Liability
6. Collision
7. Comprehensive Including Fire and Theft
8. Medical Payments
9. Uninsured Motorists

7.2.4 Umbrella Excess Comprehensive General and Comprehensive Automobile Liability

7.3 Dealer, Erector, Contractor and General Contractor Insurance

That insurance listed in Paragraph 7.2, Manufacturer Insurance, plus:

7.3.1 Contractor's Equipment Floater

7.4 End Customer Insurance

7.4.1 Comprehensive General Liability

7.4.2 Comprehensive Automobile Liability

7.4.3 Builder's Risk

7.5 Leased Equipment Insurance

Equipment owner carries a Contractor Equipment Floater on leased equipment and lists equipment lessee as an additional insured on the floater policy or requires insurance carrier to waive subrogation against the equipment lessee.

7.6 Insurance Certificates

Upon request, the Dealer, Erector, Contractor, General Contractor, and End Customer cause their insurance carrier to furnish to the other a certificate of their respective insurance coverage expressly noted as to type of coverage, endorsements and limits of such insurance which have been negotiated between the End Customer and Dealer as contained in the Contract Documents. Such certificates provide that the carrier issue thirty days notice of any changes to or cancellation of the insurance coverage.

Section 8 - GENERAL

8.1 Permits, Assessments, Pro Rata and Other Fees

The End Customer obtains and pays for all building permits, licenses, public assessments, paving or utility pro rata, utility connections, occupancy fees and other fees required by any governmental authority or utility in connection with the work provided for in the Contract Documents. The End Customer provides at his expense all plans and specifications required to obtain a building permit. It is the End Customer's responsibility to insure that all plans and specifications comply with the applicable requirements of any governing building authorities.

8.2 Code or Deed Restriction Compliance

Due to the wide interpretations given to design standards, building codes, zoning codes, and deed restrictions encountered in the construction industry, the Manufacturer does not warrant the Metal Building System to comply with any building or zoning code requirements, permit requirement, deed restriction, design procedures, design load, material or equipment requirements, effect of (or on) existing structures, or fabrication procedures except those expressly set out in the Order Documents. Costs of any additions, deletions, modifications, or changes that may be required to comply with such codes, procedures or requirements which are not expressly set out in the Order Documents, must be paid by the Dealer.

When the size, shape, general characteristics or design criteria of a Metal Building System are specified to the Manufacturer, the Manufacturer is not responsible for the suitability, adequacy or legality of the Metal Building System or its design.

8.3 Postponement of Shipment

The consideration for the sale of the Metal Building System by the Manufacturer does not include provision for the cost of storage of the Manufacturer's products beyond the originally scheduled shipping date. If the Dealer requests postponement of shipment of the Manufacturer's products beyond the originally scheduled shipping date, the Dealer is responsible for payments as originally scheduled as well as any additional storage, handling, trailers, repainting, erection or other costs resulting from the requested postponement.

8.4 Penalties and Bonds

Unless otherwise specified in the Order Documents, Manufacturer is not liable for any penalties or liquidated damages, regardless of cause, and does not furnish or pay for any performance, payment or maintenance bond. Likewise, unless specified in the Contract Documents, the Dealer is not liable for any penalties or liquidated damages, regardless of cause, and does not furnish or pay for any performance, payment or maintenance bond.

8.5 Completion and Acceptance

Upon notice by the Dealer or Erector to the End Customer of substantial completion of the work provided in the Contract Documents, the End Customer shall determine that the work provided in the Contract Documents is satisfactorily completed and deliver to the Dealer or Erector a signed completion certificate noted as to any items in need of correction or completion. Failure of the End Customer to deliver such noted completion certificate within ten days after notice of substantial completion conclusively constitutes acceptance of the work as satisfactorily completed and waiver by the End Customer. If the work provided in the Contract Documents is substantially complete except for minor items noted on the completion certificate that cannot be promptly corrected or completed due to circumstances beyond the control of the Dealer or Erector, the work provided in the Contract Documents is deemed complete. In addition, partial or complete occupancy of the building by the End Customer, or by others with permission of the End Customer, conclusively constitutes acceptance of the work as satisfactorily completed and waiver by the End Customer.

8.6 Indemnification for Modifications, Adaptations and Repairs

End Customer agrees and obligates himself to indemnify, hold harmless, and assume the defense of the Manufacturer, Dealer, Erector, and their employees against any and all actions, claims, damage, liability, costs and expenses whatsoever in any manner resulting from or arising out of any modifications, adaptations, or repairs made to the Metal Building System or work of the Dealer or Erector by employees or agents of End Customer, unless authorized in writing by the appropriate parties.

8.7 Consequential Damages

The Manufacturer is not liable for any consequential damages including that resulting from late arrival of the Metal Building System material to the job site or from short, damaged, or misfit materials.

8.8 Changes in Product or Standards

Manufacturer may make changes in Manufacturer's products and standards without notice.

8.9 Paragraph Headings

Paragraph headings are included for convenient reference and have no bearing on the interpretation of the wording of any paragraph and do not limit one practice to one heading or paragraph.

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