

Vulcraft BIM Execution Plan

RE: Job name:
Job location:
Vulcraft job no.:

This Agreement, is entered into and effective as of this _____ day of _____, _____ by and between Vulcraft, a Nucor Company having its corporate office at 1915 Rexford Road, Charlotte, NC 28211 and _____, "Purchaser", having offices at _____.

As requested, and for your use, we will transmit to you electronic girder and/or joist information to be used in the 3-D building model (BIM) for this project. Transmittal is subject to the following conditions to which you agree by accepting these terms on a reply to this message or using the information in any manner, including but not limited to, copying or using the information for reference.

1. In order to provide a 3-D model Vulcraft needs a specific amount of information from other parties typically contained in the contract documents. If the necessary information for the 3-D model is not contained in the Contract Documents, the Purchaser remains responsible to obtain and coordinate the required information with Vulcraft and the other responsible parties. This information includes all additions, revisions, addendums, change orders, field conditions and modifications to the contract documents.
2. All Files transmitted by Vulcraft are interim Files which will not contain any changes made by Vulcraft after the date of transmittal. Purchaser may not make any changes to Vulcraft drawings contained in the Files. Final drawings and information supplied by Vulcraft will be noted as such.
3. 3-D model information provided at approval time may not precisely represent final fabricated materials due to changes which may be required as a result of missing information which will alter final Vulcraft detailing and design. Once all information is known and we supply final 3-D model information, actual physical dimensions and coordinates of the members may still vary slightly from the electronic information provided due to shop fabrication tolerances, potential material inventory variances, and field installation tolerances.
4. Vulcraft makes no guarantee that the Files are compatible with the Purchaser's software or hardware. Certain software, software settings, and hardware may cause unintended alteration of the Files or File report data.
5. In the event of a conflict between the Contract Documents and the BIM Electronic Files, the Contract Documents shall control, take precedence over, and govern the BIM Electronic files. Any discovered errors or omissions in the information supplied by Vulcraft must be promptly reported to Vulcraft so that necessary corrections can be made.
6. It is the responsibility of the Purchaser to independently determine and verify all measurements, quantities, dimensions and elevations prior to construction. Purchaser assumes all liabilities and responsibilities associated with their use of these Files.
7. Purchaser will maintain direct control of these Files, not releasing said Files to any other party except those contracted to work on the same project, and agree to assure these Files are not used in any fashion to harm Vulcraft, including exposure of the Files to a competitor of Vulcraft. The Files may not be used on any other job or project without the written consent of Vulcraft.
8. This Agreement shall not modify or change or release or discharge Purchaser from any of the obligations of any purchase order contract, builder or roofer agreement, or any other contract or agreement between Purchaser and Vulcraft.
9. If the undersigned parties do not agree with these conditions, the Vulcraft 3-D model information is not to be used. The undersigned parties' use of this information signifies acceptance of the agreement above.

Sincerely,

- Title
Division

Please sign, date and return one copy. A returned, signed copy will serve as your acceptance of these terms.

Signature (Purchaser's Authorized Representative) Title Date