Does AWCI have any type of safety information on the proper loading or stocking of drywall into job sites?

AWCI publications do not specifically address this particular issue, but it is an important one to be aware of. The Gypsum Construction Handbook, from USG (the centennial edition) has to following to say on page 359 under Handling and Storage:

“Store gypsum boards flat on a clean, dry floor to prevent permanent sag, damaged or wavy edges or deformed board. Do not store board vertically. If board is stored on risers, the risers should be evenly spaced, no more than 28 inches apart and within 2 inches of the ends of the board. The risers should also be placed directly under each other.”

Of the greatest importance here is the caution of not storing boards vertically. Storing the boards vertically appears to save space but presents a great safety hazard. I have personal knowledge of at least two instances where an individual was injured by drywall boards that had been stored vertically and then fell against the individual.

Does AWCI have an escalation clause to protect from the ever increasing price of steel?

The price for steel scrap has increased from around $120 per ton last summer to more than $255 per ton this month, according to a news release published by the American Institute of Steel Construction, Inc. For fabricators and suppliers trapped into bid estimates based on the drastically lower prices, the doctrine of “impracticality” may offer some hope. The Uniform Commercial Code codifies this doctrine for contracts for the sale of goods at §2-615. This part of the UCC is interpreted to mean that “increased cost alone does not excuse performance,” unless it is “due to a contingency such as war” or “unforeseen shutdown of major sources.” While some steel price increases are partly attributable to economic change in China and other factors, immediate increases are due to a major shortage of coke, a raw material for steel production, which was caused by a December coal mine fire in West Virginia. According to one report, “Late in the fourth quarter of 2003, U.S. Steel declared force majeure on contractual coke shipments from Clairton Works because one of its major coal suppliers declared force majeure on coal shipments following a mine fire.” “Force majeure” could make your claim for equitable adjustment based on “impracticality,” whereas evidence showing that price increases are really just due to multiple macro-economic factors would tend to undermine your claim. So be careful how you phrase your written claim. And, as with any claim, make it timely, know how far to push, and know when to settle!

Huge increases in the price of steel since summer 2003 have rekindled interest in the use of “escalator clauses” in subcontracts to avoid the risk of materials price increases between bid day and time of performance. In a Feb. 25 news release, AISC stated that it “is recommending the inclusion of price escalation clauses in both new and existing construction.” A query to American Subcontractors Association’s Attorneys’ Council on its e-mail listserv yielded spirited discussion and some useful language for an escalator clause adaptable for use by any construction business, no matter what materials are involved.


You can also get an update on steel by turning to page 10 of this magazine.

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