CONCRETE BASICS

Responsibility

by John Albinger, IRMCA Technical Consultant

Too often we are unsure or confused as to exactly what our responsibilities are, and we often have a right to be confused. One thing for sure, your first responsibility is to yourself – to stay out of trouble – to cover your butt!

Understand that regardless of who designs the concrete, if it fails, you, the supplier, will have some degree of involvement even if you did everything right. You are expected to provide a mix that is reasonably placeable, reasonably finishable, and will perform as intended under normal conditions. And the contractor is expected to be reasonably knowledgeable in his craft. Even though the words "reasonably" and "normal" are ambiguous at best, you must be able to recognize when the contractor's expectations are not reasonable or he is not knowledgeable or conditions are not normal. If you address all of these issues up front you will drastically minimize, if not eliminate, your involvement in any future problems.

Generally speaking there are three scenarios in which we sell and deliver concrete.

- 1. **No specification, what you deliver is up to you (for example, COD's).** You must provide the basic characteristics and qualities that are needed so that the concrete has the capabilities to perform as intended (i.e., strength, air, no air, proper temperature). If you sense the person ordering isn't very knowledgeable it may be a good idea to caution him. Note your conversation on the order.
- 2. **No specification, but a contractor or homeowner "tells" you what he wants.** If concrete is ordered that you know will not perform as intended or is not in accordance with industry standards, you are obliged to tell the person ordering the concrete. Common examples would be: the contractor orders a 5 bag mix or 3000 PSI for exterior flatwork or he orders half air. If job or weather conditions are not normal the mix you provide may not perform as the contractor or homeowner expects. Once again it behooves you to say something. In either case, if he insists that you deliver the mix he ordered make sure your concerns are a matter of record. Send him a letter, write something on the delivery ticket or, at least, make a note on the order.
- 3. You have a job specification to which you must comply. You should never assume that whoever wrote the specification knows more about concrete than you. It is not uncommon for specifications to be incomplete, contradictory, impracticable, applicable to another part of the country, or to call for materials not locally available. Talk to the contractor or engineer if you have any questions or concerns. Do not ignore the issue. Jobs for which specifications are written are typically more sophisticated in terms of placement, performance, or esthetics. The extent of liability is therefore much greater. As before, going on record with your concerns is imperative. Under no circumstances should you deliver concrete to a job knowing that it will absolutely not do what is expected of it.

If the situation is abnormal, the expectations unreasonable or the contractor not knowledgeable, do something, say something. As a producer the law expects you to know your product's capabilities and its limitations. You are also expected to know the industry standards that apply to material quality, mix designs, production and delivery of your product. Periodically check the slump, air, yield and temperature. Those tests are your responsibility.

