

CLEAR RESPONSIBILITY



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On the occasion of a site inspection there are always two basic questions – “What do we have to do to fix the problem?” and “Who’s going to pay for it?”

The second of these questions implies the reason for this article – allocating responsibility.

It also bears out a simple formula (don’t we engineers just love formulas?!)
Responsibility + Incident = Liability = \$\$\$

The chain of events that takes place in the construction of structures that use frames and trusses are:

- a) Design
- b) Material
- c) Manufacture
- d) Storage
- e) Installation
- f) Maintenance

At each step of the chain - someone is responsible.

Usually each step in a process relies on the previous one being done correctly and subsequent steps adhering to the assumptions and directions of the previous steps.

For example the performance of a roof truss relies on both the correct specification of loads AND the installation being done correctly.

At some time in the life of a structure there may be an incident (not necessarily a collapse) but a situation where the performance is not up to expectation.

At that point the problem is investigated and the liability allocated – and the bill sent!

A frame and truss manufacturer is definitely responsible for some parts of the chain, but is often assigned the liability when it is not in fact the responsible party.

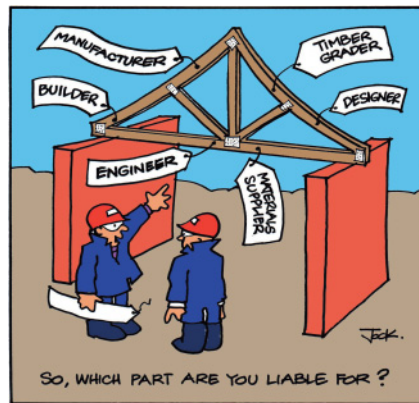
It is usually the case when the responsibility is unclear that the manufacturer becomes the liable party. So it stands to reason that the best thing to do to avoid unnecessary responsibility is to make sure that it rests where it belongs.

This sounds simple and in a lot of cases it is – here are some examples:

1. Design details.

The roof and ceiling materials, design wind, spans, overhangs and pitch(es) are clearly the builder’s responsibility, well so you’d think. What happens when one of these changes?

Say the builder rings up and tells you the pitch has changed. Later when the house



is complete and the neighbour complains that his view is blocked and the council checks the covenants, he finds that the pitch is too high – we have an incident!

Who is responsible? The builder claims he told you clearly that the pitch was X and you are certain he said Y. Because you have no written proof of the change – the responsibility for the alteration to approved plans is yours – you have liability, and the bill!

The alternative – get the alteration in writing, even if you have dealt with this builder for years and years, relationships are often different in a court or mediation room.

2. Support details.

On a plan there is a steel beam in line with your external wall – it is obvious to you that it can be used to support the floor because that is the short span of the room.

But on further investigation the engineer in question recollected that his brief was to design the beam to carry brickwork and

roof load, not the floor. There is no problem on site yet but the engineer does not want the floor joists supported on his beam – we have an incident!

As there is nothing clearly on the drawings to say that the beam is for wall/floor/roof then it can be argued that the assumption is the fabricator’s, so is the responsibility and hence... you guessed it the liability for the change. The alternative – ensure all supports are clearly nominated on the plan.

3. Material used in Manufacture.

In the plant the workers select unmarked timber from a pack that is labelled on its wrapping with a grade. On site there is an inspection done due to some query on the truss performance and the inspector tries to ascertain the timber grade by involving a third party timber grader.

The grader assesses the timber as being of a lower grade than specified on the manufacture details – we have an incident!

As the timber is unmarked the responsibility for proper use is the manufacturer’s. The timber supplier may assist by owning up to the supply but if more than one supplier is used it may be difficult to determine who’s timber it is, so - you guessed it – the fabricator may end up liable!

The alternative – ensure that the material used is clearly and regularly marked.

4. Truss Installation.

Obviously the sub contractor’s responsibility, well so you’d think. If the installer puts up the trusses out of plane and they buckle, or installs the brackets without anti-rotation bolts, (to name only a couple of common issues) then there will be problems with the roof or ceiling lines – we have an incident!

Bottom line – if the installer does not have instructions from the supplier he can claim that he “didn’t know” what was expected, potentially he is also long gone onto other work. So the supplier gets called in to fix the problem – the responsibility and liability have been allocated!

The truss and frame chain presents many opportunities for an incident to occur however I am sure the examples illustrate how many problems can be avoided.

The solution is to clearly define each party responsible in writing – provide all design details on quotes, get alterations in writing, ensure the provision of truss installation guides is acknowledged or that the appropriate code is referenced on the layout.

Every link of the truss and frame chain has a responsible party – make sure that you are only responsible for your part!