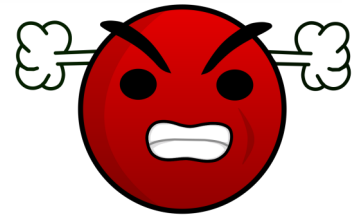


# CFR The Commercial Flooring Report

For the Commercial Floor Covering Industry

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## WE DON'T PAY LABOR

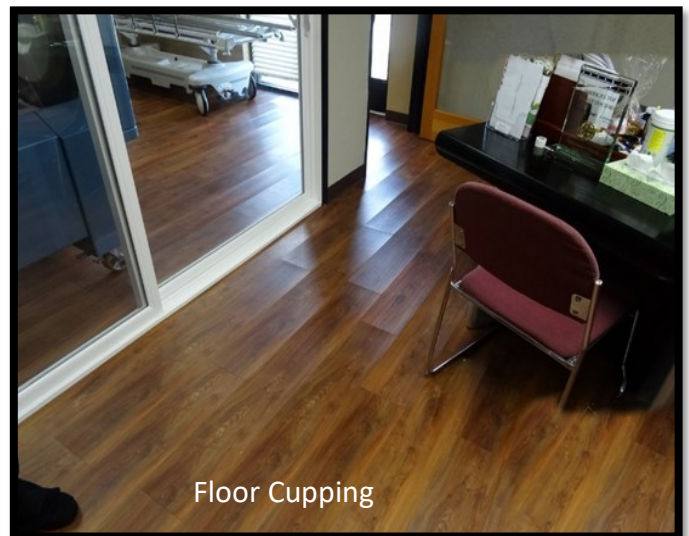


Manufacturers frequently say that they don't pay labor. Even on those claims where they will replace the material, essentially admitting that it is in some way defective. This is like your car insurance carrier telling you, after you've had an accident, that we'll pay for the parts, but the labor is on you. If the flooring product in a claim has been deemed to be defective as a result of manufacture and you didn't cause it, then why should you be responsible for absorbing the labor costs for a problem you didn't create? This article is not going to be very popular with people who make and supply flooring products. If you manufacture or provide flooring material that is deemed to be defective, whether you admit it or not and agree to replace it, then you should be liable for the labor to replace it. The flooring contractor had nothing to do with manufacturing the product or it being defective or necessitating it being replaced, so why should they be penalized for your defective goods? What did they do wrong? Nothing that can be attributed to the problem was any of their doing.

In legal cases there is the "But For" rule. "But For" the defendant's negligence, the plaintiff would not have been injured. "But For" your act, that of a defective product, I would not have to replace the flooring. If we apply the rule, the defendant (the manufacturer) is required to make the plaintiff (the flooring contractor) whole. What that means is if there had not been a failure, the floor would be installed and performing as expected. The injury that makes the contractor not whole, would be the labor and the cost to replace the defective flooring. The manufacturers admission would be the decision to replace the flooring based on the obvious conditions exhibiting the defect, the inspection by the manufacturers technical person or the inspection by a notable third party, proving the complaint condition is the result of a manufacturing defect.



Edge Life After Installation & Confirmed by Lab Test

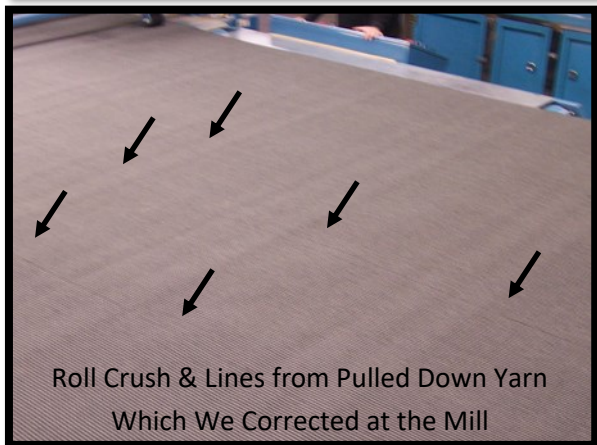


Floor Cupping

For example, in the case of a dimensional change in the flooring material installed, such as curling, edge lift, cupping, expanding, shrinking, doming, etc.- these are inherent problems with the product. With carpet, the problems may be latent defects such as fuzzing, sprouting, fraying, fading, unlevel shearing or tufting, or delamination. Visible defects such as high lines, low lines, gauge lines, stop marks, etc., are things that should have been seen during the manufacturing of the carpet or during final inspection, that should prevent it from being shipped as first quality. If the carpet gets installed without being inspected, and it has a visible defect, then that burden or part of it falls on the flooring contractor. There are, or were, Areas of Responsibility, published by the Carpet and Rug Institute, that state the responsibility of each party in the process starting with the manufacturer and ending with the consumer. This document is no longer in print, but we have it, just Google lgm and associates carpet areas of responsibility and it will come up. These guidelines can also apply to hard surface flooring.



Carpet Tile Doming and Undulating



Roll Crush & Lines from Pulled Down Yarn  
Which We Corrected at the Mill



Carpet Tile Edge Life, Said to be too Tight but  
was a Defect

There are all kinds of excuses and finger pointing that occur when there is a commercial flooring complaint. One must understand the complete process with a product to be able to determine the cause of the complaint. From its inherent characteristics, the components in a product, to how it acts and reacts to stimulus in an installation environment, to the adhesives used to install it and what they do and don't do and to the environment itself, starting with the substrate and the space above it. You cannot just look at the flooring material itself for the problem. The cause of the complaint may exist in other areas that have an influence on the flooring material. One thing is for certain, and must be understood, that if manufacturers are going to represent their products as being fit for the market in which they are selling them, then they must



## THE COMMERCIAL FLOORING REPORT

Lew Migliore - President

P (706) 370-5888 or Email: [lgmtcs@optilink.us](mailto:lgmtcs@optilink.us)

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pass muster for that purpose. They must be, in the eyes of the law, fit for their intended purpose and merchantable for service. If there are restrictions to this guideline, then they should be stated. If there are particular guidelines to make them work in a space, then those must be clearly stated without ambiguity. So, if the product does not work and some part of it causes it to fail, that should be on the product, not on the flooring contractor. That goes for the adhesives and ancillary components of the installation as well. Any statement made about the product must be based on facts and science. And warranties, most of which are worthless and excuses to get a manufacturer out of trouble, should be realistic. I've taken the same position on warranties all my career, that most of them aren't worth the paper their written on, and whatever they give you in the first paragraph they take away in the next three. A good rule of thumb is that you shouldn't make promises your product can't keep.

In our research working on major commercial complaints, we look at every bit of documentation that pertains to the product, its installation and whatever the manufacture says about it. It's amazing how contradictory this information can be. We've had cases where the flooring contractor installs a product according to the installation guidelines relevant at the time, only to have those installation instructions change and then get used against them. One red flag we see is any change in instructions or information on a product, within a short period of time, made to fit the reactions of the product. Or information that exists in information on the website that is inconsistent with what it being espoused to. There may be one sentence in a document that contradicts what is being stated by people. Which brings us to the comment, you better know what you've published for all to see before you open your mouth and stick your foot in it.

An example of this in a recent case is a failure of a product that has been installed for several years experiencing a chemical breakdown. When a rep went to look at the installation and saw old latex broadloom adhesive, they immediately blamed the problem on that. In fact, at the time of the installation, the flooring contractor had the manufactures technical guy on site to oversee the installation. Everything that was supposed to be done was done, including a sealer being used. The rep had no knowledge of this and made an ignorant comment that would put the failure on the flooring contractor. We were provided the documents that proved what was done at the time of the installation under the manufacturer's technical guidance.

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## See Page 5 Regarding Excess Inventory Offer



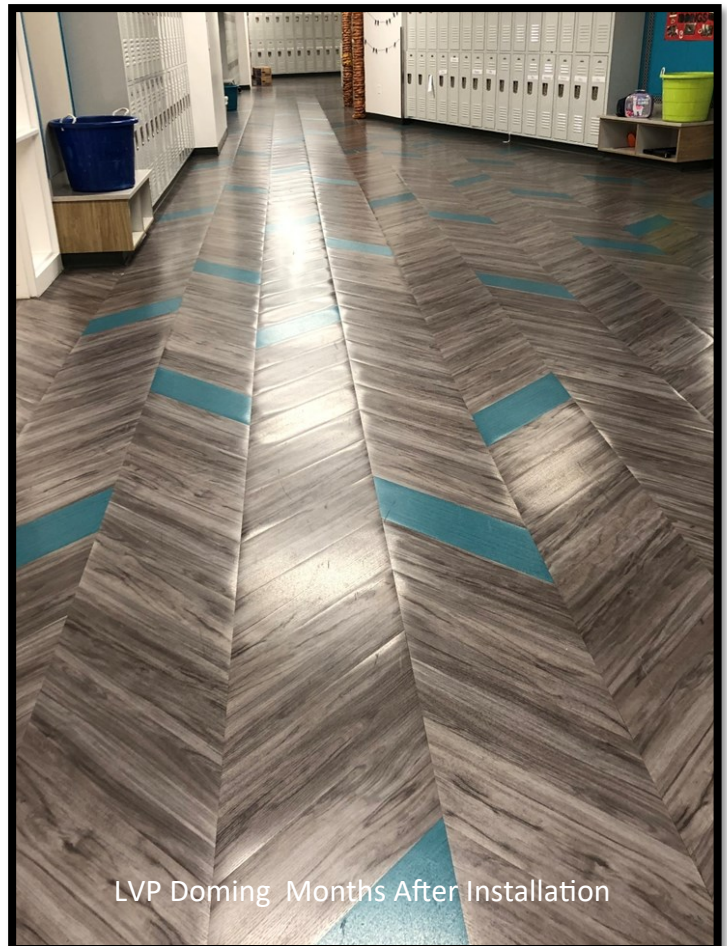
The manufacturer's blessing on the installation, by their representative present during it, and condoning it, makes them an owner of the installation. Yet, we've seen this time and again where the flooring contractor gets blamed for doing something that was given the blessing of the manufacturer's rep or technical advisor. If the flooring contractor installed the flooring correctly, as directed and overseen, then how can they be to blame for an installation issue?

There are some other statements that fry me. One is the flooring was installed too tight which is why it is lifting. If I hear this one more time I'm going to scream. Don't you think the installer would know if the pieces were fitting tight when they're installing it? And how do you do that anyway – install it tight? It's like installing puzzle pieces too tight. How would that even happen? The answer is the material is expanding after the fact, not that it was installed too tight to begin with.

Or another one, in the case of LVP or LVT. There is no expansion space, or not enough expansion space which is causing the problem. This means that there isn't enough space left around the perimeter of a room for the flooring material to expand. When there is not enough space the material, when it expands, will tent. That is, it will lift upward at the ends or edges, depending on the direction of the expansion. This is obvious to see. Lack of expansion space is often attributed to the ends or edges of the vinyl plank or tile lifting individually. If you understand simple physics and understand the product you can determine and conclude that when ends lift out in the open area of a space, or all over or randomly for that matter, it's the material and has nothing to do with how much or little space there is along the perimeter.

So, when it comes to paying labor, virtually every manufacturer says they don't, but all of them actually do to an extent. When the issue is clearly a manufacturing defect that the flooring contractor or installer has no implication and no dog in the fight, they should not be penalized for a flooring failure they had nothing to do with. And they are well within their rights to demand payment for the labor it takes to replace someone else's problem.

If you have a problem like this that you need help with, call us. We have the experience, expertise and legal experts to answer your questions. When no one else has answers, we do, always.



LVP Doming Months After Installation

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**“WHEN NO ONE ELSE HAS ANSWERS, WE DO”**



# Excess Inventory Offer

Most of you have flooring material sitting around that's taking up space and costing you money.

Dispose of your excess inventory - remnants, hospitality carpet, carpet tile and any hard surface flooring materials. Avoid paying insurance or taxes on flooring materials taking up rack space and convert it into cash.

We have a contact in Calhoun, GA that will pay you for this material and arrange for shipping from your location. They'd need a complete inventory of what you have so they can make you an offer. This firm is well financed and established with a stellar reputation.



This is a great opportunity to get rid of merchandise taking up space and make some money in the process. Call or email Kolt or Cynthia with any questions so they can help you.

[surplus@overstockfloorzusa.com](mailto:surplus@overstockfloorzusa.com)

Kolt Privett - 770-530-4709

Cynthia Potts - 706-271-6767

Thanks,

*Lew Migliore*