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CASE DISMISSED!

By Bob Cusumano

Painting contractors are always doing things wrong. Just ask many general contractors and architects. In this column we've discussed many cases where the painting contractor was responsible for particular paint failures. Often the causes are poor surface preparation, improper application, or the failure to follow the specifications. However, every time there is a paint related failure, the painting contractor is **not** always at fault. In this article we'll discuss some instances where the painting contractor was initially blamed, but upon further analysis and review, was ultimately exonerated.

## Case #1

A painting contractor was awarded the contract to repaint 35 townhouse buildings. As a part of the contract, cement tile mansards were to be repainted white. The contractor applied a solution to kill mildew and algae, pressured cleaned the tiles to remove any surface contaminants and loose paint, primed them with an acrylic surface conditioner and finished them with a quality acrylic latex house paint. Sometime after completion of the project, the property owner called the contractor to tell him that the mansard roofs were turning orange (photo #1). "They never did this before, so it must be something that you did. Maybe its the mildewcide solution bleeding through the paint."



Photo 1

When the stains were analyzed they turned out to be rust stains, but where was the rust coming from? Upon asking the owner many questions about the project, it was discovered that the flat

gravel roofs on the buildings had recently been replaced. The new gravel used was then analyzed and was found to contain a high level of iron! The roofing contractor was then contacted to replace the gravel and the painting contractor was paid an extra to chemically remove the stains.

#### Case #2

Two hundred new condominium units were built. The interior walls were constructed of gypsum board with an orange peel texture finish. The painting contractor then painted the walls with one coat of latex primer sealer and two coats of latex finish. The bathrooms and kitchens were finished with semi gloss and the other walls were painted with flat. After the project had been completed and residents moved in, the painting contractor was notified by the project developer that they had received many complaints regarding the interior paint. It seems that whenever residents attempted to wash smudges from the walls, the paint came off (photo #2). In some units wall paper was installed. and seams either curled or in some cases, the wall paper fell off the wall completely. The painting contractor was told that the paint had poor adhesion.

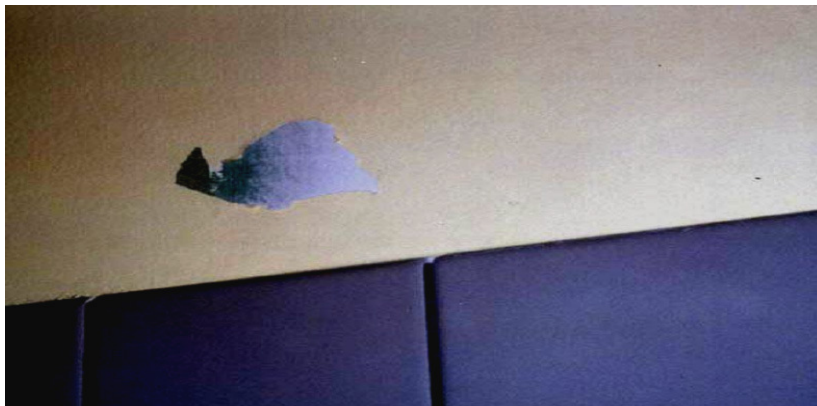


Photo 2

These occurrences were verified at the project, but after investigation, the problem was not the paint, it was the orange peel texture that had been applied. The texture used was simply drywall joint compound that was thinned with water so that it could be sprayed. There was no resin or binder in the texture to harden it and provide cohesion. When water was placed on the wall, it would penetrate through the latex and re-emulsify the texture. This resulted in delamination of the paint, with some dissolved texture attached to the rear side of the paint. When wallpaper was installed or the walls were otherwise stressed (such as applying masking tape), the cohesive strength of the texture was not strong enough and delamination would occur.

#### Case #3

A Midwest painting contractor applied an alkyd dryfall paint to the new exposed metal ceiling of a large warehouse building. After the building was completed, tenants moved in including a firm that produced large quantities of expensive commercial artwork. Nearly a year after completion of the building, the painting contractor was sued by the tenant and building owner claiming that a large number of paintings were ruined due to dry paint overspray from the ceilings falling onto the artwork and "getting welded" to the paintings. Art experts were hired to confirm this

contention. The building owner wanted the existing paint removed and replaced. The total claim was several million dollars. Allegations were made that the painters spraying the dryfall held the nozzle too far from the surfaces being painted and therefore the spray was dried prior to reaching the ceiling.

A trip to the job site confirmed that one could rub the dryfall and that it would continue to "dust". That is, you could remove all of the dryfall down to the primer. However, when the paint itself was tested it was discovered that it had an incorrect pigment to volume ratio. There was so much pigment that the amount of resin in the paint was insufficient to bind it together to form a film. No matter how close or far away the nozzle was, dry spray had to be the result.

#### Case #4

A Florida painting contractor received the contract to paint and decorate a very large upscale private community clubhouse. A major portion of the job was finishing interior mahogany doors, frames, base, chair rail, crown molding, cornice, and other trim. The specified process included application of a paste wood filler to fill all of the open grain in the wood, followed by two coats of sanding sealer and three coats of clear lacquer. Approximately six months after the project was completed, the painting contractor received a phone call stating that all of the interior trim had failed and was advised to attend a meeting at the club house the following week to discuss the situation.

Examination of all of the wood at the club house revealed that indeed there was a problem. The paste wood filler, that was originally a natural wood color which blended with the mahogany had changed color and turned white (photo #3). The resultant white dots and dashes were in stark contrast to the beautiful mahogany. Stricken by the enormity of the problem, the painting contractor vowed to research the situation and report back.



Photo 3

Fortunately the painting contractor retained some of the paste wood filler. When extensive testing was done it was determined that the filler contained an oil that as long as it was intact, caused the filler to be the natural color of the wood. However, if that oil thoroughly dried out, the paste wood filler turned white. Because the filler was applied directly to the bare wood, the oil would penetrate into the wood over time, causing the filler to turn white. The painting contractor

was able to prove that he used all of the procedures and materials specified by the architect. He further stated, which was proven with other samples, that an improper specification was the cause of the problem. When sanding sealer was first applied to the bare wood followed by application of the paste wood filler, then followed by the second coat of sanding sealer, the paste wood filler was sandwiched between the two coats of sanding sealer and therefore would not dry out and discolor. The painting contractor was happily cleared of wrongdoing..

The moral of these stories is that whenever a paint-related failure occurs, the painting contractor will always become involved. However, that does not necessarily mean that the painting contractor is at fault. If you thoroughly investigate the matter, you may discover that other parties may be responsible. I should know, I was the contractor in Case #4.