

**Minutes of Meeting
BOARD FOR CONTRACTORS
INFORMAL FACT-FINDING CONFERENCES
February 10, 2004 (9:00 a.m.)**

The Board for Contractors convened in Richmond, Virginia, for the purpose of holding Informal Fact-Finding Conferences pursuant to the Administrative Process Act.

William A. Paulette, Board member, presided. No other Board members were present.

Jennifer Kazzie appeared for the Department of Professional and Occupational Regulation.

The conferences were recorded by Inge Snead & Associates, LTD. and the Summaries or Consent Orders are attached unless no decision was made.

Disc = Disciplinary Case
Lic = Licensing Application
RF = Recovery Fund Claim
Trades = Tradesmen Application

C = Complainant/Claimant
A = Applicant
R = Respondent/Regulant
W = Witness
Atty = Attorney

Participants

- | | |
|---|---|
| 1. Hanley Construction LLC
File Number 2003-01907 (Disc) | John Cavanaugh - C |
| 2. Stephen A. Sheffield
t/a S A Sheffield Well Drilling
File Number 2003-02330 (Disc) | John Brooks - C |
| 3. Trinity Contracting Incorporated
File Number 2003-02018 (Disc) | Stephen Quinn – R
Arnold Abrons – R Atty |
| 4. Goodman Mechanical Corporation
File Number 2003-00414 (Disc) | William Walker - C |
| 5. Goodman Mechanical Corporation
File Number 2003-03091 (Disc) | Dennis Dohnal - C |
| 6. Monarch II Investments Inc. | Glen Riggi - C |

File Number 2002-03615 (Disc)

Connie Riggi – C

7. Ronald L. Tignor
t/a Richmond Exteriors
File Number 2003-00874 (Disc)

None

8. Ronald L. Tignor
t/a Richmond Exteriors
File Number 2003-00932 (Disc)

None

9. California Builders Inc.
File Number 2003-00085 (Disc)

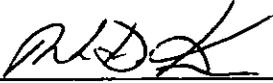
William Knight - C

10. California Builders Inc.
File Number 2003-00086 (Disc)

William Knight - C

The meeting adjourned at 1:30 p.m.

BOARD FOR CONTRACTORS



Mark D. Kinser, Chairman



Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of Records

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

RE: HANLEY CONSTRUCTION, LLC
LICENSE NUMBER 2705 031436

FILE NUMBER: 2003-01907

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Hanley Construction, LLC (Hanley) on October 22, 2003. The following individuals participated at the conference: John T. Cavanaugh, Complainant; Jennifer Kazzie, Staff Member; William A. Paulette, presiding Board Member. No one from Hanley Construction, LLC, made an appearance at the IFF in person or by counsel.

Background

On January 9, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from John T. Cavanaugh (Cavanaugh) regarding a contract entered into with Hanley Construction.

On or about April 6, 2001, Cavanaugh entered into a contract with Hanley Construction Inc., in the amount of \$204,181.00, for the construction of a new home at Lot 29, Bien Venue Subdivision, Louisa, Virginia. Rich Hanley signed the contract for Hanley Construction Inc.

On or about July 12, 2001, Cavanaugh entered into a written change order with Hanley Construction Inc., in the amount of \$1,692.50, to upgrade the electrical work. Rich Hanley signed the written change order for Hanley Construction Inc.

On April 25, 2003, a review of the licensing records of the Board for Contractors revealed Hanley Construction LLC (Hanley) was issued Class A Contractor's license number 2705031436 on November 3, 1995, as a limited partnership. On July 18, 2003, the records further revealed Richard Hanley was the Qualified Individual and Designated Employee of Hanley Construction LLC.

Summation of Facts

1. On February 22, 2002, Richard Hanley sent Pam O'Neill (O'Neill) of Louisa Title Agency a letter. The letterhead indicated Hanley Construction, Inc.
2. On May 2, 2002, Richard Hanley sent Cavanaugh a letter. The letterhead indicated Hanley Construction, Inc.
3. The contract used by Hanley in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections and zoning and (h) the contractor's expiration date, class of license/certificate, and classification or specialty services.
4. The contract failed to contain Cavanaugh's signature. Hanley failed to deliver a fully executed copy of the contract before commencement of work.
5. The contract specified "substantial completion shall be achieved the week of September 28th, 2001 plus or minus 30 days . . ."
6. On September 4, 2001, Cavanaugh signed a written change order dated August 31, 2001, to change the projected completion date to January 23, 2002. Hanley failed to sign the change order.
7. Following issuance of the Certificate of Occupancy by Louisa County, Cavanaugh moved in the new home on February 2, 2002.

8. Hanley failed to make use of a written change order, signed by both parties, for a modification to the original contract.
9. On or about June 5, 2002, Hanley met with Cavanaugh at the house and made a written list of items that needed to be repaired or completed. Cavanaugh and Hanley initialed by every item indicating that it was agreed upon that Hanley would make corrections.
10. On or about September 10, 2002, Hanley stopped work on the new home construction.
11. During the IFF, Cavanaugh testified that Hanley has failed to repair the punch list items as promised.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(A) (Effective May 1, 1999)

Hanley's failure to operate under the name in which the license is issued is a violation of Board Regulation 18 VAC 50-22-230(A). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Hanley's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(9) (Effective May 1, 1999)

Hanley's failure to deliver a fully executed copy of the contract before commencement of work, is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$200.00 be imposed for a violation of this regulation.

Count 4: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999))

Hanley's failure to make use of a written change order, signed by both parties, for a modification to the original contract, is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$200.00 be imposed for a violation of this regulation.

Count 5: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Hanley's failure to repair the punch list items as promised, is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-031436 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: STEPHEN A. SHEFFIELD
T/A S. A. SHEFFIELD WELL DRILLING
LICENSE NUMBER 2705 061159**

FILE NUMBER: 2003-02330

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Stephen A. Sheffield, t/a S. A. Sheffield Well Drilling (Sheffield) on October 22, 2003. The following individuals participated at the conference: John Brooks, Complainant; Jennifer Kazzie, Staff Member; William A. Paulette, presiding Board Member. Neither Sheffield, nor anyone on his behalf, appeared at the IFF.

Background

On February 24, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from John Brooks (Brooks) regarding a verbal agreement entered into with Stephen A. Sheffield (Sheffield), t/a S A Sheffield Well Drilling.

In April 2002, Brooks entered into a verbal agreement with Sheffield, in the amount of \$3,800.00, to install a well at 1125 Dotson Road, Richmond, Virginia.

Summation of Facts

1. In early June 2002, Brooks paid Sheffield \$1,900.00, as a deposit. On or about July 19, 2002, Sheffield commenced work on the project.
2. Sheffield failed to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed, signed by all parties, prior to commencement of work or acceptance of payments.
3. On or about July 19, 2002, Sheffield commenced work on the project. On or about August 16, 2002, Sheffield completed the well.
4. On July 1, 2003, Michael Callahan (Callahan), Environmental Health Specialist Senior with Henrico County Health Department, advised Investigator Becky C. Angelilli, the Board's agent, that Sheffield failed to file the required GW-2 Form for the well installed at 1125 Dotson Road, Richmond, Virginia, in violation of 12 VAC 5-630-310 of the Virginia Private Well Regulations.
5. On February 28, 2003, in the General District Court of Henrico County, Brooks was awarded a \$3,950.00 judgment against Sheffield. During the IFF, Brooks testified that Sheffield has failed to satisfy the judgment.
6. On April 21, 2003, the Board's agent received a response letter from Sheffield. The letter indicated Sheffield's address was "HC2 Box 1195, Plain View, VA 23156."
7. On July 1, 2003, a review of the licensing records of the Board for Contractors revealed the license address of record for Sheffield was 3303 Rochambean Drive, Toano, Virginia, 23168. The records further revealed there was no change of address reported to the Board. Sheffield failed to notify the Board, in writing, within thirty (30) days of a change of address.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective September 1, 2001))

Sheffield's failure to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed, signed by all parties, prior to commencement of work or acceptance of payments, is a violation of Board Regulation 18 VAC 50-22-

260(B)(8). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed for violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(5) (Effective September 1, 2001)

Sheffield's failure to file the required GW-2 Form for the well installed at 1125 Dotson Road, Richmond, Virginia, in violation of 12 VAC 5-630-310 of the Virginia Private Well Regulations, is a violation of Board Regulation 18 VAC 50-22-260(B)(5). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(28) (Effective January 1, 2003)

Sheffield's failure to satisfy the judgment is a violation of Board Regulation 18 VAC 50-22-260(B)(28). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

Count 4: 18 VAC 22-230(B) (Effective January 1, 2003)

Sheffield's failure to notify the Board, in writing, within thirty (30) days of a change of address, is a violation of Board Regulation 18 VAC 50-22-230(B). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of this regulation.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 061159 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: TRINITY CONTRACTING INCORPORATED
LICENSE NUMBER 2705 061169**

FILE NUMBER: 2003-02018

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Trinity Contracting Incorporated (Trinity) on October 22, 2003. The following individuals participated at the conference: Stephen Quinn, on behalf of Trinity Contracting Incorporated, Respondent; Arnold H. Abrons, Attorney for Respondent; Jennifer Kazzie, Staff Member; William A. Paulette, presiding Board Member.

Background

On January 24, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Kristen Robinson (Robinson) regarding a contract entered into with Trinity Contracting Incorporated (Trinity).

In November 2002, Robinson entered into a verbal agreement with Trinity, in the amount of \$19,107.60, to perform renovation work according to the 203(K) program contract proposal at 6616 Holland Road, Suffolk, Virginia.

On or about November 27, 2002, Robinson closed on the home. On or about November 28, 2002, Trinity agreed to commence work the following week. On December 2, 2002, Robinson and Trinity met and verbally agreed to the work according to the 203(K) program contract proposal. On or about December 2, 2002, Trinity commenced work on the project.

On December 6, 2002, Robinson paid Trinity \$15,000.00 as a deposit. On December 13, 2002, Robinson paid Trinity \$7,000.00.

On December 13, 2002, Robinson received an estimate from Trinity, in the amount of \$29,615.00, for repair work to be performed at 6616 Holland Road, Suffolk, Virginia.

On December 20, 2002, Robinson paid Trinity \$7,000.00.

Summation of Facts

1. Trinity failed to obtain Robinson's signature prior to the commencement of work or acceptance of payments.
2. The contract used by Trinity in the transaction failed to contain: (h) the contractor's license number, expiration date, class of license, and classifications or specialty services.
3. On February 13, 2003, Wayne Whitehurst (Whitehurst), Building Official for the City of Suffolk Neighborhood of Development Service, advised Investigator Shelby Smith-Hill, the Board's agent, that a permit is required for renovation work and that a permit was not obtained for renovation work performed at 6616 Holland Road, Suffolk, Virginia.
4. On January 9, 2003, Robinson received a voicemail message from Steve Quinn (Quinn) of Trinity. Quinn stated "Hello, Mr. Robinson, this is Steve Quinn. I'm calling to inform you, we are officially walking off your job; we will no longer be coming out there. Thank you."
5. As of March 31, 2003, Trinity failed to return to complete the following items:
 - Repair plumbing leak over the dining area and upstairs bath area,
 - Return and install the tub,
 - Complete tile installation in the bathroom,
 - Complete staining the floors,
 - Repair painted shut windows,
 - Complete laundry room walls and ceiling area,
 - Cover piping,
 - Install doors and walls in mudroom.
 - Complete downstairs bath,
 - Complete office area wall,
 - Debris not removed.
6. In January 2003, Robinson requested Trinity return the funds received for the unfinished work. As of March 31, 2003, Trinity failed to return the funds received for work not performed.
7. Based on the December 13, 2002 estimate, Trinity indicated the cost of the whirlpool and commode was approximately \$2,550.00.
8. Based on the record, Robinson stated that Trinity returned to the property on January 14, 2003, and removed the whirlpool tub and toilet.
9. During the IFF, Quinn testified that he returned to the property, and he removed his tools along with the whirlpool, commode, and other materials because he was told by Mrs. Robinson that he was not going to be paid.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective September 1, 2001)

Trinity's failure to obtain Robinson's signature prior to the commencement of work or acceptance of payments is a violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Trinity's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$200.00 be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Trinity's failure to obtain a permit required for the renovation work is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of this regulation.

Count 4: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Trinity's failure to complete work contracted for is a violation of Board Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of this regulation.

Count 5: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Trinity's failure to return the funds received for work not performed is a violation of Board Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed for a violation of this regulation. In addition, I recommend a member of responsible management successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Because of the fact that the Robinson's had paid Trinity for the whirlpool and commode, the act of Trinity removing these items and not reimbursing the Robinsons for same constituted a retention of funds.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 061169 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

BOARD FOR CONTRACTORS

**RE: GOODMAN MECHANICAL CORPORATION
LICENSE NUMBER 2705065527**

FILE NUMBER: 2003-00414

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Goodman Mechanical Corporation on October 22, 2003. The following individuals participated at the conference: William H. Walker, Jr., Complainant; Jennifer Kazzie, Staff Member; William A. Paulette, presiding Board Member. No one from Goodman Mechanical Corporation appeared at the IFF in person or by counsel.

Background

On August 14, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from William H. Walker (Walker) regarding a contract entered into with Goodman Mechanical Corporation (Goodman).

On or about June 6, 2002, Walker entered into a contract with Goodman, in the amount of \$1,620.00, for the replacement and repair of a well system at HC 20, Box 825, Mathews, Virginia. On or about June 12, 2002, Walker entered into a contract with Goodman, in the amount of \$2,650.00, for the installation of a new well at HC 20, Box 825, Mathews, Virginia 23109.

Summation of Facts

1. Ed Bitner (Bitner) of Goodman advised Walker that the well had collapsed and the well pump had "burned out." Based on this information, Walker entered into both contracts with Goodman.
2. On or about June 7, 2002, Walker paid Goodman \$1,390.00 by check for the replacement of a well pump. On or about June 12, 2002, Walker paid Goodman \$1,325.00 by check as a down payment for a new well.
3. Goodman failed to replace the well pump and return the money received for the work not performed.
4. On June 18, 2002, Walker discovered that the well had not collapsed nor had the well pump burned out.
5. On or about January 3, 2003, in the General District Court of Mathews County, Walker was awarded a \$1,625.00 judgment against Goodman, based on improper and dishonest conduct.
6. During the IFF, Walker testified that Goodman has failed to satisfy the judgment.

7. The contracts used by Goodman for the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation, subsections (a) when work is to begin and an estimated completion date, (d) a plain-language exculpatory clause concerning events beyond the control of the contractor and a statement that delays caused by such events do not constitute abandonment and are not included in calculating the time frame for payments or performance, (e) a statement of assurance that the contractor will comply with all requirements for building permits, inspections and zoning, (f) disclosure of the cancellation rights of the parties, (h) the contractor's license number, expiration date, class of license and classification or specialty service, and (i) a statement providing that any modification to the contract, which changes the cost, materials, work to be performed or estimated completion date, must be in writing and signed by all parties.

8. On or about September 13, 2002, Investigator Dale C. Amos, the Board's agent, mailed a letter to Goodman's address of record at P.O. Box 147, Port Haywood, Virginia 23138, which was not returned. On or about October 25, 2002, the Board's agent mailed a letter to Goodman's second address of record at 198/14 #C, Port Haywood, Virginia 23138, which was not returned.

9. On or about November 14, 2002, the Board's agent mailed a letter to the individual address of record for Heidi Skeens (Skeens), the President of Goodman, at 2701 Goodesbridge Road, #1, Richmond, Virginia 23236, which was returned by the Postal Service marked "Forwarding Time Expired." On or about November 14, 2002, the Board's agent mailed a letter to an address obtained through DMV of 2701 Goodesbridge Road, #1, Richmond, Virginia 23224, which was returned by the Postal Service marked "Forwarding Time Expired."

10. On or about October 28, 2002, the Board's agent called (804) 725-9554, the phone number listed with directory assistance for Goodman, which revealed that the phone had been disconnected. A check with directory assistant revealed no new phone listing available for Goodman.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(17) (Effective September 1, 2001)

Goodman's statement to Walker that the well had collapsed and the well pump had "burned out," when in fact it had not, constitutes misrepresentation and is a violation of Board Regulation 18 VAC 50-22-260(B)(17). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001)

Goodman's failure to satisfy the judgment entered against it in the General District Court of Mathews County, is a violation of Board Regulation 18 VAC 50-22-260(B)(28).

Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)
(Two Violations)

Goodman's failure to include the minimum provisions in the written contract as required, is in violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$250.00 be imposed for each violation of this regulation.

Count 4: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Goodman's failure to respond to an investigator seeking information in the investigation of a complaint filed with the board, is a violation of Board Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed for violation of this regulation.

Count 5: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Goodman's failure to replace the well pump and return money received for work not performed, is a violation of Board Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for violation of this regulation.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705065527 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: GOODMAN MECHANICAL CORPORATION
LICENSE NUMBER 2705065527**

FILE NUMBER: 2003-03091

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Goodman Mechanical Corporation on October 22, 2003. The following individuals participated at the conference: Dennis Dohnal, Complainant; Jennifer Kazzie, Staff Member; William A. Paulette, presiding Board Member. No one from Goodman Mechanical Corporation appeared at the IFF in person or by counsel.

Background

On May 12, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Alecia and Dennis Dohnal (the Dohnals) regarding a contract entered into with Goodman Mechanical Corporation (Goodman).

On March 22, 2001, Dennis Dohnal (Dohnal) received a proposal from "Goodman Mechanical," in the amount of \$8,004.00, to install a heating and water treatment system at 100 River View Avenue, Waterview, Virginia. On March 23, 2001, the Dohnals verbally accepted the proposal (the contract) from Goodman.

On March 23, 2001, the Dohnals paid Goodman \$5,000.00 by certified check, as a deposit. On May 7, 2001, the Dohnals paid Goodman \$3,245.00 by check.

On May 14, 2003, a review of the licensing records of the Board for Contractors revealed Goodman was issued Class B Contractor's license number 2705065527 on November 8, 2001.

Summation of Facts

1. Goodman failed to obtain the Dohnals' signature on the contract prior to commencement of work or acceptance of payments.
2. The contract used by Goodman in this transaction failed to contain: (d) a "plain language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights of the parties, (h) the contractor's license number, expiration

date, class of license, and classifications or specialty services, and (i) a statement providing that any modifications to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.

3. In April 2001, Goodman commenced work.

4. Goodman verbally assured the Dohnals that Goodman would correct items identified as defects, with a personal guarantee for the heating and water treatment system, and advised that the manufacturers warranty paperwork would be provided at a later date. Goodman failed to provide the warranty paperwork.

5. Between May 2001 and November 2002, the Dohnals attempted to notify Goodman regarding defects, including:

- heating and air conditioning unit installed but does not work,
- water filtration system installed but does not work, and
- duct work installed but does not work.

6. As of July 31, 2003, Goodman failed to honor the warranty and make repairs to the following items:

- repair heating and air conditioning system,
- repair water infiltration system, and
- repair duct work.

7. On May 22, 2003, the Board's agent made a written request to Heidi Skeens (Skeens), President of Goodman, at the individual address of record of 2701 Goodesbridge Road #1, Richmond, Virginia 23236, requesting a written response and supporting documents to the compliant filed with the Board. On May 22, 2003, the Board's agent also made a written request to Goodman at the address of record of 198/14 # C, P.O. Box 147, Port Haywood, Virginia 23238, requesting a written response and supporting documents to the compliant filed with the Board. The Board's agent requested the documents be received by June 7, 2003. On May 29, 2003, the letter addressed to 2701 Goodesbridge Road #1, Richmond, Virginia was returned by the United States Postal Service marked "Undeliverable as addressed, unable to forward." As of July 31, 2003, Goodman refused or failed to respond to the Board's agent's request.

8. On July 2, 2003, the Pocoshock Creek Station Post Office verified that mailed delivered to 2701 Goodesbridge Road, # 1, Richmond, Virginia is undeliverable and that mail delivered to P.O. Box 147, Port Haywood, Virginia is delivered to address.

9. On June 23, 2003, and July 31, 2003, the Board's agent attempted to contact Goodman at (804) 725-0941, the number on the contract, with negative results because the telephone number was disconnected.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Goodman's failure to obtain the Dohnals' signature on the contract prior to commencement of work or acceptance of payments, is a violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$300.00 be imposed for violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Goodman's failure to include the minimum provisions in the written contract as required, is a violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$300.00 be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Goodman's failure to honor the warranty and make repairs constitutes misconduct in the practice of contracting and is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

Count 4: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

Goodman's failure to respond to an investigator seeking information in the investigation of a complaint filed with the board is a violation of Board Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed for a violation of this regulation.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705065527 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

RE: MONARCH II INVESTMENT, INC.

**T/A SUMMERFUN POOLS
LICENSE NUMBER 2705 052771**

FILE NUMBER: 2002-03615

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Monarch II investment, Inc. (Monarch) on October 23, 2003. The following individuals participated at the conference: Glenn and Connie Riggi, Complainants; Jennifer Kazzie, Staff Member; William A. Paulette, presiding Board Member. No one from Monarch appeared at the IFF in person or by counsel.

Background

On June 7, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Glen and Connie Riggi (the Riggis) regarding SummerFun Pools and Monarch II Investment Inc. (Monarch”).

On February 7, 2002, Glen Riggi (Riggi) entered into a contract with SummerFun Pools, in the amount of \$15,418.53, to install a swimming pool and related equipment at Lot 1566 Morea Court, Virginia Beach, Virginia. The contract indicated the agreement was between Monarch and Riggi. The contract further indicated that Monarch would hereinafter be referred to as “SummerFun.” The contract was signed for by R.B. Vittum and Misty Vittum as President of Monarch II Investment Inc, t/a SummerFun Pools.

On June 10, 2002, a review of the licensing records of the Board for Contractors revealed Monarch was issued Class A Contractor’s license number 2705052771 on October 18, 1999. The records further revealed Raymond B. Vittum was the Designated Employee, Qualified Individual, and Responsible Management, as President of Monarch, and Misty Vittum was Responsible Management, as Secretary of Monarch.

Summation of Facts

1. The contract used by Monarch in the transaction failed to contain: (a) when the work is to begin and the estimated completion date, (f) disclosure of cancellation rights of the parties, and (h) the contractor’s license number, expiration date, class of license, and classifications or specialty services.
2. On March 1, 2002, Monarch commenced work.
3. On October 23, 2002, Monarch advised Investigator Shelby Smith-Hill, the Board’s agent, that the liner was ordered and that once it arrived, Monarch would complete the

installation and request an inspection. On October 29, 2002, Monarch agreed to complete the work by November 5, 2002.

4. On December 18, 2002, Monarch told the Board's agent that the remainder of the work would be completed in approximately three weeks, no later than January 2003.

5. In a letter dated January 9, 2003, the Riggis requested Monarch complete the pool by January 31, 2003.

6. In a letter dated January 28, 2003, Monarch indicated the following items would be repaired before February 7, 2003:

- grind out cracks on the pool deck surface,
- seal the pool deck,
- settling in spa seats to be filled and made flush,
- replace sand in the filter,
- repair the leak on discharge line from the filter,
- replace face plates on skimmers,
- install new liner,
- install wall foam on floor of shallow end, slope from shallow end to deep end and floor of deep end only.

7. On January 29, 2003, and January 30, 2003, Monarch performed some repair work. In February 2003, Riggis called Monarch to report that the concrete was crumbling and that the liner was wrinkling and needed repair. In early February 2003, Monarch returned to repair the concrete, but failed to complete the repairs.

8. In February 2003, the Riggis extended the completion deadline to February 14, 2003, because of bad weather.

9. Between March 18, 2003, and March 26, 2003, the Riggis attempted to contact Monarch to request the work be completed. On or about April 1, 2003, Monarch called the Riggis and offered to return and complete the work. Riggis informed Monarch the contract was terminated. As of April 1, 2003, Monarch failed to complete the following:

- The liner was installed - bubbles and wrinkles need repairing,
- The concrete work done- cracking and flaking need repairing,
- Three light covers are needed over the light bulbs,
- The spill over brick corners were never mortared,
- Install silicone inside the skimmer covers,
- Final pool inspection. The Riggis hired another contractor to complete the work.

10. Monarch failed to honor its promises to complete the work and make repairs.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Monarch's failure to include the minimum provisions in the written contract as required, is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Monarch's failure to honor its promises to complete the work and make repairs constitutes misconduct in the practice of contracting and is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS

OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 052771 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: RONALD L. TIGNOR
T/A RICHMOND EXTERIORS
LICENSE NUMBER 2705 008285**

FILE NUMBER: 2003-00874

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Ronald L. Tignor, t/a Richmond Exteriors on October 23, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and William A. Paulette, presiding Board Member. Neither Tignor, nor anyone on his behalf, appeared at the IFF.

Background

On September 20, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a complaint from Charles A. Smith (Smith) regarding a contract entered into with Richmond Exteriors.

On March 6, 2002, Smith entered into a contract with "Richmond Exterior Inc.," in the amount of \$9,000.00, for the replacement of twelve (12) windows at the dental office at 2314 East Parham Road, Richmond, Virginia 23228. Smith paid "Richmond Exterior Inc." \$4,500.00 by check as a deposit.

On February 11, 2003, a review of the licensing records of the Board for Contractors revealed there was no license for Richmond Exterior Inc.

On February 11, 2003, a review of the licensing records of the Board for Contractors revealed Ronald L Tignor (Tignor), t/a Richmond Exteriors, was issued Class B Contractor's license number 2705008285 on March 16, 1992, as a sole proprietorship.

Tignor advised Chief Investigator Wayne Brown that he was using his sole proprietor license to perform the job for Smith.

Summation of Facts

1. Tignor failed to operate in the name in which the license was issued.
2. Between April and May 2002, Smith attempted to contact Tignor by telephone on several occasions to inquire when Tignor would begin the work.
3. On May 3, 2002, Smith received a call from Tignor, who promised the windows would be started on May 7, 2002. On May 7, 2002, Tignor failed to begin installation of the windows as promised.
4. On May 9, 2002, Ed Harris (Harris), representative for Tignor, contacted Smith to reschedule installation of the windows to May 16 or May 17, 2002. Tignor failed to begin installation of the windows on either May 16, 2002, or May 17, 2002, as promised.
5. On May 20, 2002, Smith left a message for Tignor and advised Tignor that Smith was canceling the contract unless Tignor showed up to install the windows.
6. On May 24, 2002, Tignor installed one window in the waiting room area of the office building; however, the window installed by Tignor was not as specified in the contract. Smith requested Tignor stop the installation until the correct windows were available. Tignor promised to have the correct window installed by the end of June 2002. On June 10, 2002, Harris promised Smith that the windows would be in by June 21, 2002.
7. Between June 18 and June 25, 2002, Smith attempted to contact Tignor by telephone on several occasions to inquire when the windows would be installed. On or about June 25, 2002, Smith contacted Katherine Faraci ("Faraci") to represent him in the process of canceling the contract.
8. On July 5, 2002, Tignor ordered the correct windows from the manufacturer. Tignor promised that the windows would be installed by July 23, 2002. Tignor failed to install the windows by July 23, 2002, as promised.
9. On or about December 16, 2002, Investigator Renee H. Popielarz, the Board's agent, visited Smith's office and confirmed that the windows throughout the office were not replaced.
10. Tignor failed to honor several promises regarding the installation of the windows.

11. In a letter dated July 31, 2002, Faraci notified Tignor that Smith desired to cancel the contract based upon material breach of the contract on behalf of Tignor.
12. On or about September 3, 2002, Faraci filed a Warrant in Debt in the Henrico County General District Court on behalf of Smith.
13. On or about October 18, 2002, in the Henrico County General District Court, Smith was awarded a \$4,500.00 judgment against Tignor. No appeal is pending and the time for appeal has lapsed.
14. As of February 12, 2003, Tignor failed to satisfy the judgment.
15. On or about October 22, 2002, Investigator Renee Popielarz, the Board's agent, made a written request to Tignor, at the address of record of 407 Brookside Boulevard, Richmond, Virginia 23227, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested a response be received by November 6, 2002.
16. On November 15, 2002, Tignor told the Board's agent during a telephone conversation that he did not receive the October 22, 2002, letter. Tignor confirmed that the address was correct. Tignor provided the Board's agent a fax number where a copy of the letter and complaint could be faxed to Tignor. The Board's agent requested a response be received by December 2, 2002.
17. On December 12, 2002, the Board's agent called Tignor's voicemail. The Board's agent received a message indicating that the subscriber cannot receive messages.
18. As of February 11, 2003, Tignor refused or failed to respond to the Board's agent's request.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(A) (Effective September 1, 2001)

Tignor's failure to operate under the name in which the license is issued is a violation of Board Regulation 18 VAC 50-22-230(A). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Tignor's failure to honor several promises regarding the installation of the windows is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Tignor's failure to complete the work contracted for is a violation of Board Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for violation of this regulation.

Count 4: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001)

Tignor's failure to satisfy the judgment awarded on October 18, 2002 in the Henrico County General District Court is a violation of Board Regulation 18 VAC 50-22-260(B)(28). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

Count 5: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Tignor's failure to respond to the Board's agent's request is a violation of Board Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed for a violation of this regulation.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 008285 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

BOARD FOR CONTRACTORS

**RE: RONALD L. TIGNOR
T/A RICHMOND EXTERIORS
LICENSE NUMBER 2705 008285**

FILE NUMBER: 2003-00932

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Ronald L. Tignor, t/a Richmond Exteriors on October 23, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and William A. Paulette, presiding Board Member. Neither Tignor, nor anyone on his behalf, appeared at the IFF.

Background

On October 2, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Margaret J. Hamer (Hamer) regarding a contract entered into with Ronald L Tignor (Tignor), t/a Richmond Exteriors.

On July 22, 2002, Hamer entered into a contract with Tignor, in the amount of \$562.00, for the replacement of a picture window glass at 8209 Lydell Drive, Richmond, Virginia 23228.

Summation of Facts

1. The contract used by Tignor in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (h) contractor's classification or specialty services and (i) statement providing that any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties. (NOTE: contract mentions cost only).
2. The contract specified "work is estimated to begin within 90 days of the date of this contract and the estimated completion date is 90 days after the actual start date."
3. Between August and September 2002, Hamer left several telephone messages for Tignor with no response.
5. On or about July 22, 2002, Hamer paid Tignor \$362.00 as a deposit. According to the contract, the remainder of the contract price was due upon completion of the work.

6. As of February 20, 2003, Tignor failed to replace the picture window glass or return money received for work not performed.
7. On or about November 22, 2002, Investigator Renee H. Popielarz, the Board's agent, made a written request to Tignor at his address of record of 407 Brookside Boulevard, Richmond, Virginia 23227, requesting a written response and supporting documentation to the complaint filed with the Board. The Board's agent requested the documentation be received by December 9, 2002.
8. On or about November 15, 2002, the Board's agent contacted Tignor by telephone. Tignor confirmed his address was 407 Brookside Boulevard. On or about December 12, 2002, the Board's agent attempted to reach Tignor by telephone at the same number but was unsuccessful.
9. On or about December 27, 2002, the Postmaster for the United States Postal Service indicated on an Address Certification Request form that Tignor continued to receive mail at 407 Brookside Boulevard, Richmond, Virginia 23227.
10. As of February 20, 2003, Tignor failed to respond to the Board agent's request.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Tignor's failure to make use of a contract containing the minimum provisions required by the Board's 2001 Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Tignor's failure to complete work contracted for is a violation of Board Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Tignor's failure to return money received for work not performed is a violation of Board Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

Count 4: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Tignor's failure to respond to the Board's agent's request is a violation of Board Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed for a violation of this regulation.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 008285 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

BOARD FOR CONTRACTORS

**RE: CALIFORNIA BUILDERS INC.
LICENSE NUMBER 2701 025866**

FILE NUMBER: 2003-00085

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to California Builders Inc. on October 23, 2003. The following individuals participated at the conference: William M. Knight, Complainant; Jennifer Kazzie, Staff Member; and William A. Paulette, presiding Board Member. No one from California Builders, Inc. appeared at the IFF in person or by counsel.

Background

On or about March 26, 2001, Levi and Deborah Folly (the Follys) entered into a contract with California Builders Inc., in the amount of \$99,990.00, to construct a shell of a new home on Lot 17, Section II, Harbor Point, Northumberland County, Virginia.

On or about July 3, 2002, William M. Knight (Knight), Northumberland County Building Official, inspected the foundation constructed by California Builders Inc. at Lot #17, Harbour Point, Heathsville, Virginia and issued a stop work notice.

Summation of Facts

1. The contract used by California Builders Inc. in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning; (f) disclosure of cancellation rights of the parties; (h) contractor's license/certificate number, expiration date, class of license/certificate, and classifications or specialty services; and (i) statement providing that any modifications to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. On or about January 17, 2002, Paul Chretien of California Builders Inc. obtained building permit number 02-20C-2-17. On or about late March 2002, the Follys and California Builders Inc. met and signed the final plans. On or about April 14, 2002, California Builders Inc. dug the footers, which passed inspection. On or about June 6, 2002, California Builders Inc. completed the foundation work.

3. On or about June 15, 2002, the Follys discovered that the foundation was not square. On or about late June 2002, Knight visited the site, confirmed the foundation was not square, and advised the Follys that California Builders Inc. failed to request an inspection of the foundation. Knight rejected the foundation and advised California Builders Inc. that the work needed to be done from scratch, which California Builders Inc. refused to do. California Builders Inc. admitted that an inspection for the foundation was not requested.
4. On or about July 3, 2002, Knight issued a stop work notice against California Builders Inc. for failing to request a foundation inspection, in violation of Section 114.0 #2 of the Uniform Statewide Building Code. After a second inspection, Knight discovered that the foundation was 11 ½" out of square. Knight rejected California Builders Inc.'s work again and issued a second stop work notice for poor workmanship, in violation of Section 115.0 of BOCA. Knight instructed California Builders Inc. to employ an engineer for corrective actions. California Builders Inc. complied with Knight's request and the stop work orders were removed.
5. On or about July 2002, California Builders hired D. Anthony Beale ("Beale"), Professional Engineer, to recommend corrective actions for the existing foundation. California Builders Inc. showed Beale photographs of the work. California Builders Inc. never discussed the issues of the foundation not being square and plumb with Beale.
6. In a report dated July 23, 2002, Beale advised that the footings constructed by California Builders Inc. were 24" wide and 8" thick instead of the 16" wide as specified in the plans. Beale also stated that "some of the footings were misplaced so that the 8" CMU is on the edge of the footing rather than centered on the footing." In order to make the footings adequate to safely support the code required design loads, Beale recommended California Builders Inc. fill solid those footing projections that are less than 2" with 2,500 psi grout.
7. In the presence of Special Agent G. F. Paul, Department of Professional and Occupational Regulation, Knight asked Chretien if the engineer had actually visited the site for an inspection. Chretien responded "yes."
8. On or about August 14, 2002, Beale informed Knight that he "never visited the site as was reported" by California Builders Inc. Beale also stated that his recommendations would have been different if California Builders Inc. had brought to his attention the issue of the corbelled block in addition to the mislocated footings.
9. Chretien told the Follys that he lied to Beale about the foundation issues and to Knight about Beale visiting the site so he would get approval from the inspector.
10. In a letter dated August 14, 2002, Knight issued a third stop work notice and advised California Builders Inc. to stop all work on the project and to submit proposed corrective actions.
11. On or about September 5, 2002, the footing and foundation passed inspection and the stop work notice was lifted by the Northumberland County Office of Building and Zoning.

12. On or about June 13, 2002, California Builders Inc. subcontracted Enos Gill Hunt II (Hunt), t/a E. G. Hunt Construction Carpenter, in the amount of \$16,000.00, to perform carpentry services at Lot 17 in Harbour Pointe.

13. On or about August 13, 2002, Chretien provided Investigator Shelby Smith-Hill, the Board's Agent, a list of subcontractors used on the Folly project, which included Hunt.

14. On or about October 24, 2002, the licensing records of the Board for Contractors revealed Enos Gill Hunt II, t/a E G Hunt Construction Carpenter was issued Class C Contractor's license number 2705040167. The licensing records further revealed the license was permanently revoked on January 17, 2001.

15. On or about October 25, 2002, Chretien of California Builders Inc. told Investigator Shelby Smith-Hill, the Board's Agent, that California Builders Inc. subcontracted Hunt to perform carpentry services, however, Hunt did not complete the work. California Builders Inc. paid Hunt \$2,000.00 for the flooring work performed. Chretien believed Hunt was a licensed contractor.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

California Builders Inc.'s failure to make use of a contract containing the minimum provisions required by the Board's 1999 Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(5) (Effective September 1, 2001)

California Builders Inc.'s negligence in failing to correct the foundation issues is a violation of Board Regulation 18 VAC 50-22-260(B)(5). Therefore, I recommend that a monetary penalty of \$1,500.00 be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(17) (Effective September 1, 2001)

California Builders Inc.'s action of making a misrepresentation to the engineer is a violation of Board Regulation 18 VAC 50-22-260(B)(17). Therefore, I recommend that a monetary penalty of \$2,500.00 and license revocation be imposed for a violation of this regulation.

Count 4: 18 VAC 50-22-260(B)(29) (Effective September 1, 2001)

California Builders Inc.'s action of contracting with an unlicensed subcontractor is a violation of Board Regulation 18 VAC 50-22-260(B)(29). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed for a violation of this regulation.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2701 025866 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: CALIFORNIA BUILDERS INC.
LICENSE NUMBER 2701 025866**

FILE NUMBER: 2003-00086

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 10, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to California Builders Inc. on October 23, 2003. The following individuals participated at the conference: William M. Knight, Complainant; Jennifer Kazzie, Staff Member; and William A. Paulette, presiding Board Member. No one from California Builders, Inc. appeared at the IFF in person or by counsel.

Background

On or about June 26, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from William M. Knight (Knight), Northumberland County Building Official, against California Builders Inc. for hiring unlicensed subcontractors and for violation of Section 115.0 of the BOCA code (workmanship).

On or about June 1, 2001, John J. Handrahan (Handrahan) entered into a contract with California Builders Inc., in the amount of \$102,990.00, to construct a shell of a new home on Lot 38, Sands of the Potomac, Northumberland County, Virginia.

Summation of Facts

1. The contract used by California Builders Inc. in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning; (f) disclosure of cancellation rights of the parties; (h) the contractor's license/certificate number, expiration date, class of license and classification or specialty services; and (i) statement providing that any modifications to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. On or about July 2002, Investigator G. Fred Paul, the Board's agent, observed Louis D. Williams (Williams) working at the subject property at Sands of the Potomac. California Builders Inc. paid Williams over \$4,000.00 for the work he performed.
3. On or about July 24, 2002, Investigator Shelby Smith-Hill, the Board's Agent, observed Williams at Sands on the Potomac, working as a subcontractor for California Builders Inc. Williams told the Board's Agent he was not licensed but that he had applied for a license with the Virginia Board for Contractors, which had not yet been issued.
4. In a letter to the Board's Agent, Paul Chretien (Chretien) of California Builders Inc. indicated that Williams worked for California Builders Inc. on a project at Sands on the Potomac and was paid approximately \$1,170.00.

5. On or about September 16, 2002, in the Northumberland County General District Court, Williams pleaded guilty to violation of Section 54.1-111 of the Code of Virginia: practicing a profession or occupation without holding a valid license as required by statute or regulation. Williams was fined \$100.00 and given a 60 day suspended jail sentence.

6. On October 31, 2002, the licensing records of the Board for Contractors revealed Williams was not a licensed contractor.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

California Builders Inc.'s failure to make use of a contract containing the minimum provisions required by the Board's 1999 Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(29) (Effective September 1, 2001)

California Builders Inc.'s action of contracting with an unlicensed subcontractor is a violation of Board Regulation 18 VAC 50-22-260(B)(29). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed for a violation of this regulation.

By:

William A. Paulette
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2701 025866 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**STATE AND LOCAL GOVERNMENT
CONFLICT OF INTEREST ACT**

**TRANSACTIONAL DISCLOSURE STATEMENT
for Officers and Employees of State Government**

1. Name: William A. Paulette
2. Title: Board Member
3. Agency: Virginia Board for Contractors
4. Transaction: Informal Fact-Finding Conferences on February 10, 2004
5. Nature of Personal Interest Affected by Transaction: _____

6. I declare that:

(a) I am a member of the following business, profession, occupation or group, the members of which are affected by the transaction:

(b) I am able to participate in this transaction fairly, objectively, and in the public interest.

Signature

Date

2-10-04