

**Minutes of Meeting  
BOARD FOR CONTRACTORS  
INFORMAL FACT-FINDING CONFERENCES  
February 24, 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.

Charles W. Falwell, 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. Everett A. Mayo<br>t/a Picture Perfect Renovation<br>File Number 2002-03440 (Disc) | Everett A. Mayo – R                                  |
| 2. Exterior Solutions Inc.<br>File Number 2002-03648 (Disc)                           | Michael Munson - C                                   |
| 3. George Lee Foster<br>t/a Galco Mechanical<br>File Number 2003-02052 (Disc)         | George Foster – R<br>Benny Dodson - C                |
| 4. Roy Dodson<br>t/a R & R Home Improvements<br>File Number 2003-02349 (Disc)         | Roy Dodson – R<br>Randy Blount - R<br>Hilda Boyd – C |

- |  |                      |
|--|----------------------|
| 5. Jerry L. Blevins<br>File Number 2002-00887 (Disc)                                   | Jerry L. Blevins – R |
| 6. Ernie Lee Harris<br>t/a Harris Construction<br>File Number 2003-02697 (Disc)        | None                 |
| 7. Daveco Inc.<br>File Number 2002-00911 (Disc)  | None                 |
| 8. Daveco Inc.<br>File Number 2002-02119 (Disc)  | Kathryn Schader - C  |
| 9. Daveco Inc.<br>File Number 2002-00589 (Disc)  | None                 |
| 10. Daveco Inc.<br>File Number 2003-01152 (Disc)                                       | None                 |
| 11. Krista Alana-Ann McGuire<br>t/a Renewed by Dezipn<br>File Number 2003-01353 (Disc) | None                 |

The meeting adjourned at 1:30 p.m.

BOARD FOR CONTRACTORS



Mark D. Kinser, Chairman



Louise Fontaine Ware, Secretary

COPY TESTE:

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Custodian of Records

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

RE: EVERETT A. MAYO  
T/A PICTURE PERFECT RENOVATION  
LICENSE NUMBER 2705 053666

FILE NUMBER: 2002-03440

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Everett A. Mayo on October 24, 2003. The following individuals participated at the conference: Everett Mayo, Respondent; Jennifer Kazzie, Staff Member; Charles Falwell, presiding Board Member.

## **Background**

On May 21, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complainant from Laurie and Jeff Klingel ("the Klingels") regarding a contract entered into with Everett Mayo ("Mayo"), t/a Picture Perfect Renovations.

On or about August 9, 2000, the Klingels entered into a contract with Mayo, in the amount of \$7,275.00, to perform roof work at 654 Monroe Avenue, Cape Charles, Virginia.

On August 9, 2000, the Klingels paid Mayo \$1,000.00 as a deposit. On August 11, 2000, the Klingels paid Mayo \$1,238.00 as a progress payment. On August 15, 2000, the Klingels paid Mayo \$2,283.00 as a progress payment. On August 28, 2000, the Klingels paid Mayo \$800.00 as a progress payment. On September 7, 2000, the Klingels paid Mayo \$1,759.00 for the remaining balance of the contract.

## **Summation of Facts**

1. The contract used by Mayo in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (a) when the work is to begin and the estimated completion date, (b) statement of schedule for progress payments, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services, 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.
2. On August 9, 2000, Mayo obtained building permit number PB000052 to re-roof and sheath at 654 Monroe Avenue, Cape Charles, Virginia.
3. In a letter dated August 2, 2001, Jim Chapman ("Chapman"), Building Official for the Town of Cape Charles, advised the Klingels that Mayo represented himself to Chapman as a Class B contractor and that Mayo was entered in the Department of Building, Planning, & Code Enforcement computer with the Class B designation.
4. In August 2000, Mayo commenced work.
5. On December 31, 2000, Chapman closed the permit without a final inspection. Chapman noted that Mayo failed to call for or receive inspections during the project nor did Mayo call for a final. Chapman further noted that the Klingels advised Chapman the project was completed and Mayo was paid.

6. In a letter dated August 2, 2001, Chapman advised the Klingels that during the project, Mayo called for only one inspection after the original roofing was removed for a sheathing inspection. Chapman further advised the Klingels that no further inspections were called for, which is a violation of Section 114.4 of the Virginia Uniform Statewide Building Code ("USBC").

7. On June 24, 2002, Chapman advised Investigator Wayne J. Ozmore Jr., the Board's agent, that Mayo failed to request a final inspection, in violation of Section 114.1.7 of the USBC.

8. The contract specified "contract will guarantee (sic) workmanship for a period of five years" and "if any case of leak contractor will fix at no charges to home owner."

9. After Mayo performed the roof work, the Klingels noticed the roof was leaking and shingles were blowing off the roof. Between September 2000 and July 2001, the Klingels called Mayo regarding the leaks and fallen shingles. One to three weeks after each call, Mayo returned to the Klingels' residence in an attempt to make repairs. In July 2001, the Klingels told Mayo not to return to the property. Since Mayo failed to fix the leaks, the Klingels subsequently hired another contractor to fix or repair the roof.

10. The contract specified "work to be done to industry & code standards."

11. After Mayo performed the roof work, the Klingels noticed the roof was leaking and shingles were blowing off the roof.

12. On August 18, 2001, at the request of the Klingels, Austin Smith ("Smith"), Certified Real Estate Inspector with Virginia Home Inspections, conducted an inspection of the roof and sheathing at 654 Monroe Avenue, Cape Charles, Virginia. In a report dated August 20, 2001, Smith observations included, but are not limited to:

- Most of the fallen shingles had evidence of only 3 nail holes, with all of the holes being several inches above the nailing line
- No nails along the nailing strip
- Only 2 to 3 nails, all of which were approximately 9 inches from the bottom edge of the shingle
- Flashing around the chimney was not done correctly. There appears to be a large amount of roofing cement around the chimney instead of flashing properly when the roof was stripped down
- Flashing was installed in several sections with large gaps under the seams
- Some areas of flashing had a gash cut through the aluminum
- Seams of OSB board did not hit on any wood structure. In these areas there should have at least been H clips installed to prevent the seams from being uneven
- Nails used along the gable trim are too long. Most areas along the gable ends have nails protruding through the bottom side of the molding.

Smith recommends correcting the problems by removing the shingles and roofing paper, inspecting the sheathing for proper nailing, installing wood strips in the attic to cover roofing seams, removing nails protruding through the molding, removing any unstable flashing and installing proper flashing, and installing new roofing paper and shingles.

13. On July 25, 2002, in the Northampton County General District Court, the Klingels were awarded a \$7,779.00 judgment against Mayo. As of May 25, 2003, Mayo failed to satisfy the judgment and no appeal is pending.

### **Conclusion and Recommendation**

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

Mayo's failure to include minimum contract 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 \$250.00 be imposed. Mayo advised at the IFF that he now has a contract that meets all of the requirements.

Count 2: 18 VAC 50-22-260(B)(13) (Effective May 1, 1999)

Mayo stated at the IFF that he showed the building inspector his license in order to receive the permit. Therefore, I do not find sufficient evidence to support a violation of the Board's Regulation 18 VAC 50-22-260(B)(13). I recommend that this count of the file be closed with a finding of no violation.

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

Mayo's failure to obtain a final inspection for work performed under the permit 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 \$500.00 be imposed.

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

Mayo's failure to honor the guarantee of workmanship contained in the contract and fix leaks constitutes misconduct in the practice of contracting and is a violation of Board Regulation 18 VAC 50-22-206(B)(6). Therefore, I recommend that a monetary penalty of \$750.00 be imposed.

Count 5: 18 VAC 50-22-260(B)(5) (Effective May 1, 1999)

Mayo's failure to perform work which meets industry and code standards constitutes gross negligence in the practice of contracting and is a violation of Board Regulation 18 VAC

50-22-260(B)(5). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed, along with revocation of Mayo's license.

Count 6: 18 VAC 50-22-260(B)(28) (Effective January 1, 2003)

Mayo's failure to satisfy the judgment entered against him in the Northampton 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 \$1,000.00 be imposed, along with revocation of Mayo's license.

By:

\_\_\_\_\_  
Charles Falwell  
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 2705053666 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

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

**RE: EXTERIOR SOLUTIONS INC.  
LICENSE NUMBER 2705 057428**

**FILE NUMBER: 2002-03648**

## **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Valerie Bennett, President, Exterior Solutions Inc. on October 24, 2003. The following individuals participated at the conference: Michael Munson, Complainant; Jennifer Kazzie, Staff Member; Charles Falwell, presiding Board Member.

No one appeared on behalf of Exterior Solutions, Inc.

### **Background**

On June 14, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Michael Munson ("Munson") regarding a contract entered into with Exterior Solutions Inc. ("Exterior").

On March 24, 2002, Munson entered into a contract with Exterior, in the amount of \$12,680.00, to finish the basement at 10193 Wistlewood Court, Manassas, Virginia.

On April 9, 2002, Munson entered into a written change order with Exterior, in the amount of \$200.00, for revisions of the electrical work at the subject property. On April 29, 2002, Munson entered into a written change order with Exterior, in the amount of \$350.00, for an upgrade on cabinets at the subject property.

### **Summation of Facts**

1. The contract used by Exterior failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning; (f) disclosure of the cancellation rights of the parties; and (h) contractor's license expiration date and class of license, and classification or specialty services.
2. Exterior contracted to perform electrical, HVAC, and plumbing work.
3. The contract specified "Start date will be April 8, 2002." The contract further specified "This job will take (8) weeks to complete."
4. On April 2, 2002, Exterior delivered materials and commenced work. In late May 2002, Exterior left the job and failed to return to complete the work.

5. On March 24, 2002, Munson paid Exterior \$4,000.00 by check. On April 5, 2002, Munson paid Exterior \$4,000.00 by check. On April 12, 2002, Munson paid Exterior \$200.00 by check. On April 29, 2002, Munson paid Exterior \$350.00 by check. On May 2, 2002, Munson paid Exterior \$3,000.00 by check.
6. On May 24, 2002, Munson received a call from Kenneth West ("West"), the subcontractor hired by Exterior to finish the drywall. West advised Munson that Exterior failed to pay for the work performed by West.
7. In a letter dated June 3, 2002, Munson requested Exterior complete the work by June 13, 2002. Munson advised Exterior that if Exterior failed to complete the work by the deadline, Munson would consider Exterior in breach of the contract, hire another contractor to complete the work, and seek reimbursement from Exterior for additional expenses. Exterior failed to respond to the June 3, 2002, letter. In a letter dated June 13, 2002, Munson advised Exterior that it was in breach of the contract.
8. In a letter dated June 3, 2002, Munson requested Exterior settle all outstanding debts with subcontractors. As of June 13, 2002, Exterior failed to respond to the June 3, 2002, letter.
9. On June 14, 2002, Munson received an invoice from West for an outstanding balance. On June 14, 2002, Munson paid West \$739.00.
10. On September 6, 2002, a review of the licensing records of the Board for Contractors revealed Exterior was issued Class B Contractor's license number 2705057428 on July 28, 2000, with the home improvement contracting ("HIC") specialty.
11. Exterior practiced in a classification and specialty service for which Exterior was not licensed.

### **Conclusion and Recommendation**

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

Exterior'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 \$400.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)

Exterior's practice in a classification and specialty for which Exterior was not licensed, is a violation of Board Regulation 18 VAC 50-22-260(B)(27). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed.

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

Exterior's intentional and unjustified failure to complete work contracted for and to comply with the terms in the contract, is a violation of Board Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed, along with revocation of Exterior's license.

Count 4: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Exterior's retention and misapplication of funds, for which work was not performed, is a violation of Board Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed, along with revocation of Exterior's license.

By:

\_\_\_\_\_  
Charles Falwell  
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 2705057428 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

**IN THE  
COMMONWEALTH OF VIRGINIA  
BOARD FOR CONTRACTORS**

**In Re:**

George Lee Foster Sr, t/a Galco Mechanical  
Concord, VA 24538

File Number 2003-02052  
License Number 2705063091

### **CONSENT ORDER**

Respondent George Lee Foster Sr, t/a Galco Mechanical ("George Lee Foster Sr") was at all times material to this matter a licensed Class C Contractor in Virginia (No. 2705063091).

As a result of this status, George Lee Foster Sr recognizes and acknowledges being subject to and bound by the Regulations of the Board for Contractors ("Board"), as well as by all other applicable Virginia laws.

A violation of these Regulations has been reported and investigated. These matters were considered on February 24, 2004 in an Informal Fact Finding Conference ("IFF") pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended. This IFF was held in Richmond, Virginia and was attended by George Foster, Respondent and Benny Dodson, Complainant. Board Member Charles Falwell presided at the IFF.

The Board's duly designated representative has found sufficient evidence to believe that:

#### **Background**

On January 30, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Benny Dodson and Chad Dodson regarding a contract entered into with George Lee Foster ("Foster"), t/a Galco Mechanical.

On January 4, 2003, Chad Dodson ("Dodson") entered into a contract with Foster, in the amount of \$3,400.00, to install a HVAC system at 4199 Mt. Olivet Road, Martinsville, Virginia 24112.

#### **Summation of Facts**

1. The contract used by Foster in the transaction failed to contain: (a) when the work is to begin and the estimated completion date, and (h) the contractor's classification or specialty services.

2. On January 6, 2003, Foster commenced work. At the end of the week, Foster told Dodson that everything was roughed in and all duct work was completed. Foster also told Dodson that the outside units needed to be set, the copper lines run, and the trim out completed.

3. After Dodson's discussion with Foster, Dodson went to the subject property to check the work done by Foster. Dodson discovered that the flex lines were not concealed, there was no return air ducts, and the supply lines were stuffed into duct lines without any boots or connections. Foster failed to return to complete the work contracted for.

4. During the IFF, Dodson stated he had hired another contractor to complete the work and incurred additional costs of \$1,200.00

The Board and George Lee Foster Sr, as evidenced by the signatures affixed below, enter into this Consent Order. George Lee Foster Sr knowingly and voluntarily waives any further proceedings in this matter under Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.

Further, by signing this Consent Order, George Lee Foster Sr acknowledges an understanding of the charges. George Lee Foster Sr hereby admits to the violation(s) of the Board's Regulations and consents to the following term(s) by the Board:

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Foster's failure to include the minimum requirements in the written contract, is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Foster agrees to a monetary penalty of \$250.00. Further, Foster agrees to successfully complete the Board's Basic Contracting Licensing Class (remedial education) within six months of the entry of the order.

Count 2: 18 VAC 50-22-260(B)(15) (Effective January 1, 2003)

Foster's intentional and unjustified failure to complete work contracted for and to comply with the terms of the contract, is a violation of Board Regulation 18 VAC 50-22-260(B)(15). Foster agrees to pay Dodson \$1,200.00 restitution for expenses incurred to have the work completed, and provide proof of payment within 30 days of the entry of this order. If Foster fails to pay restitution to Dodson within the required 30 days, a monetary penalty of \$1,200.00 will be imposed along with revocation of Foster's license.

The above monetary penalties, costs or sanctions are to be paid/performed within thirty days of the effective date of this consent order. George Lee Foster Sr acknowledges the monetary penalty and costs as a debt to the Commonwealth and agrees that in the event of a default, or the return of a check for insufficient funds, George Lee Foster Sr will be

responsible for a penalty fee of 10% and interest at the underpayment rate prescribed in Section 58.1-15 of the 1950 Code of Virginia, as amended, and for all reasonable administrative costs, collection fees, or attorney's fees incurred in the collection of whatever funds are due.

**George Lee Foster Sr acknowledges that failure to pay the penalty, the costs, or to comply with all terms of this Order within the specified time period, shall result in the automatic suspension of George Lee Foster Sr's license until such time as there is compliance with all terms of this Order. George Lee Foster Sr understands the right to have this automatic suspension considered in an IFF pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended, but knowingly and voluntarily waives any rights to the proceeding and hereby waives any further proceedings under the Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.**

The effective date of this Order shall be the date of execution by the Board.

SEEN AND AGREED TO:

\_\_\_\_\_  
George Lee Foster Sr  
t/a Galco Mechancial

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Person Signing on behalf of Entity

CITY/COUNTY OF \_\_\_\_\_  
COMMONWEALTH OF VIRGINIA

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SO ORDERED:**

Entered this \_\_\_\_ day of \_\_\_\_\_, 2004.

Board for Contractors

BY: \_\_\_\_\_  
Louise Fontaine Ware, Secretary

COPY TESTE:

\_\_\_\_\_  
Custodian of the Records

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

**RE: ROY L. DODSON  
T/A R & R HOME IMPROVEMENTS  
LICENSE NUMBER 2705 052207**

**FILE NUMBER: 2003-02349**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Roy L. Dodson, t/a R & R Home Improvements on October 24, 2003. The following individuals participated at the conference: Roy Dodson, Respondent; Randy Blount, Co-owner of R & R Home Improvements; Hilda Boyd, Complainant; Jennifer Kazzie, Staff Member; Charles Falwell, presiding Board Member.

**Background**

On March 3, 2003, the Enforcement Division of the Department of Professional and Occupational regulation received a written complaint from Hilda A. Boyd ("Boyd") regarding a transaction entered into with Roy L. Dodson ("Dodson"), t/a R & R Home Improvements.

On October 11, 2001, Boyd entered into a contract with Dodson, in the amount of \$48,525.00, to construct a 26' X 30' addition at 7728 Locklear Landing Drive, Spotsylvania, Virginia.

On May 10, 2002, Boyd entered into a second contract with Dodson, in the amount of \$9,300.00, to construct a covered front porch over new deck at 7728 Locklear Landing Drive, Spotsylvania, Virginia.

**Summation of Facts**

1. The contracts used by Dodson in the transactions failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-20-260(B)(9), subsections (a) when the work is to begin and the estimated completion date, (c) a listing of specified materials and work to be performed, (d) a "plain language" exculpatory clause, and (f) disclosure of cancellation rights.
2. On March 6, 2003, a review of the licensing records of the Board for Contractors revealed Dodson was issued Class C Contractor's license number 2705052207 on September 1, 1999, with the landscape service contracting ("LSC"), commercial improvement contracting ("CIC"), and home improvement contracting ("HIC") specialties.
3. Dodson failed to obtain a Class B license in order to perform work in excess of the \$7,500.00 limit of a Class C license.
4. On March 6, 2003, a review of the licensing records of the Board for Contractors revealed R & R Home Improvements LLC was issued Class B Contractor's license number 2705073428 on February 19, 2003, with the building contractors ("BLD") classification and the landscape service contracting ("LSC"), commercial improvement contracting ("CIC"), and home improvement contracting ("HIC") specialties.
5. The October 11, 2001, contract specified "It is understood that if a building permit is required, R & R Home Improvements will obtain it."
6. On February 10, 2003, Terrence Fellingner ("Fellinger"), Code Enforcement Officer for the Spotsylvania County Code Compliance Department, issued a Notice of Violation to Boyd for allowing or causing work to be performed prior to obtaining a building permit, in violation of Section 109.1 of the Virginia Uniform Statewide Building Code.
7. Dodson failed to obtain a required building permit prior to commencing work.
8. Dodson failed to comply with the terms of the contract.
9. The contracts specified "R & R Home Improvements hereby expressly warrants that all improvement work done pursuant to this contract shall be of workmanlike quality and be in accordance with all applicable building codes. R & R Home Improvements warrants that all materials and supplied equipment shall be of merchantable quality and shall be fit for the particular use for which they are intended. Furthermore, R & R warrants that all labor is guaranteed for one (1) year after substantial completion of the job."
10. In September 2002, Boyd contacted Dodson to inform Dodson that the roof on the addition was leaking and needed repair, the drywall cracked all the way across the ceiling, and the base cabinets in the kitchen pulled away from the wall approximately ½ inch, the crawl space door was never put on, and the outside receptacle was left open and unprotected.

11. As of February 24, 2003, Dodson failed to honor the warranty.

12. During the IFF, Dodson stated that he has acquired a Class B license, which expires on February 28, 2005, and that he has taken and passed the test for a Class A license.

Dodson advised that he has contacted an attorney to make the necessary corrections to the contents in his contract.

### **Conclusion and Recommendation**

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

Dodson's failure to 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 \$400.00 be imposed for each violation.

Count 2: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)  
(TWO VIOLATIONS)

Dodson's practice in a class of license for which he was not licensed , is a violation of Board Regulation 18 VAC 50-22-260(B)(27). Therefore, I recommend that a total monetary penalty of \$400.00 be imposed. Dodson misunderstood the requirements of a Class C contractor's license. When he became aware, he immediately obtained a Class B license.

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

Dodson's failure to obtain a required building permit prior to commencing work, 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 \$400.00 be imposed. In Addition, I recommend Dodson successfully complete the Board's Basic Contracting Licensing Class (remedial education) within six months of the entry of the order. Even though the permit was applied for late, it was obtained and final inspection was performed as indicated in a letter from Terrence L. Fellingner, Code Enforcement Officer for Spotsylvania County.

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

Dodson's failure to comply with the terms of the contract, is a violation of Board Regulation 18 VAC 50-22-260(B)(15). I recommend no additional monetary penalty be imposed, since this was covered under Count 3.

Count 5: 18 VAC 50-22-260(B)(30) (Effective September 1, 2001)

Dodson's failure to honor the terms and conditions of the warranty, is a violation of Board Regulation 18 VAC 50-22-260(B)(30). Therefore, I recommend that a monetary penalty of \$250.00 be imposed. R & R has returned and made all necessary repairs that is required under the warranty. Reasoning for the monetary penalty due to the fact that the work was done after the one year warranty agreement.

By:

\_\_\_\_\_

Charles Falwell  
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 270552207 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

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

**RE: JERRY L. BLEVINS  
LICENSE NUMBER 2705 027935**

**FILE NUMBER: 2002-00887**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Jerry L. Blevins on October 27, 2003. The following individuals participated at the conference: Jerry Blevins, Respondent; Jennifer Kazzie, Staff Member; Charles Falwell, presiding Board Member.

### **Background**

On September 17, 2001, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Daniel Blevins ("D. Blevins") regarding a contract entered into with Jerry L. Blevins ("J. Blevins").

On October 3, 1999, Daniel and Christine Blevins ("the Blevins") entered into a contract with J. Blevins, in the amount of \$160,000.00, perform work to set up a modular home at Lot 74, Hartlake Estates, Stafford, Virginia.

The October 3, 1999, contract was voided because the modular home was not allowed to be set up on Lot 74, Hartlake Estates, Stafford, Virginia.

On November 9, 1999, the Blevins entered into a second contract with J. Blevins, in the amount of \$154,000.00, to perform work to set up a modular home at Parcel 17, Amsonia Subdivision, Route 616, Stafford, Virginia.

### **Summation of Facts**

1. The contract used by J. Blevins in this transaction failed to contain the minimum requirements of the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (b) statement of the total cost of the contract and the amounts and schedule for progress payments including a specific statement on the amount of the down payment and (e) statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning.

2. The contract specified "purchaser to provide (construction loan) . . . 2 apply for permits, to install basement septic landscape . . . driveway." (sic)

3. In a letter dated April 29, 2001, J. Blevins admitted that a basement was added, which was not in the original contract. J. Blevins also made the following modifications to the original contract:

(1) lot change increased contract price	\$5000.00
(2) 2100 square foot basement addition	\$25,200.00
(3) septic tank	\$2,900.00
(4) front porch addition	\$600.00
(5) bulldozer charge to set house	\$960.00
(6) extra gravel for basement floor	\$600.00
(7) insulation for basement walls	\$1100.00
(8) charge for washer and dryer	\$1024.00

4. The modifications to the contract increased the total contract price to \$197,384.00. J. Blevins obtained a written change order signed by both parties for the washer and dryer charge but failed to obtain a written change order for the other additional modifications to the original contract.

#### Conclusion and Recommendation

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

J. Blevins sold the house to D. Blevins using a realtor's contract agreement, with the understanding that labor would be provided by D. Blevins. Thus, I feel a contract containing DPOR requirements was not necessary. Therefore, I recommend that this count of the file be closed with a finding of no violation.

Count 2: 18 VAC 50-22-260 (B)(6) (Effective May 1, 1999)

D. Blevins defaulted and did not perform the labor agreed to, requiring J. Blevins to become a contractor and complete the work. At this point, J. Blevins should have written a new contract or a change order to the original contract.

J. Blevins' failure to use written change orders, signed by both parties, 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 \$250.00 be imposed. In Addition, I recommend J. Blevins successfully complete the Board's Basic Contracting Licensing Class (remedial education) within six months of the entry of the order.

By:

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Charles Falwell

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 22705027935 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

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

**BOARD FOR CONTRACTORS**

**RE: ERNIE LEE HARRIS  
T/A HARRIS CONSTRUCTION  
LICENSE NUMBER 2705 048685**

**FILE NUMBER: 2003-02697**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Ernie Lee Harris on October 24, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; Charles Falwell, presiding Board Member.

No one appeared on behalf of Ernie Lee Harris, t/a Harris Construction.

## **Background**

On April 7, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Sheila Y. Turner ("Turner") regarding a contract entered into with Ernie Harris ("Harris").

On or about May 31, 2002, Turner received a proposal from Ernie Harris, in the amount of \$18,150.00, for the construction of a two car garage at Harris' house at 12289 Scotts Mill Road, Culpeper, Virginia 22701.

On June 17, 2003, a review of the licensing records for the Board for Contractors revealed Ernie Harris, t/a Harris Construction, was issued a Class C Contractor's license number 2705048685 on March 16, 1999.

## **Summation of Facts**

1. Harris failed to operate in the name in which the license was issued.
2. Harris failed to obtain a Class B license in order to perform work in excess of \$7,500.00 limit of a Class C license.
3. The proposal was not signed by either Turner or Harris.
4. Harris failed to fully execute the contract by not signing and obtaining Turner's signature on the proposal prior to commencement of work or acceptance of payments.
5. On or about May 31, 2002, Turner paid Harris \$3,000.00 as a deposit.
6. On June 7, 2002, Turner obtained building permit number 7434-02 for the construction of a garage at 12289 Scotts Mill Road, Culpeper, Virginia.
7. On or about June 2002, Harris commenced work.
8. On or about July 18, 2002, Turner paid Harris \$6,000.00 for the block work. On or about August 15, 2002, Turner paid Harris \$4,000.00 for the framing work, which included the roof work.
9. In mid-September 2002, Harris returned to Turner's residence and packed up all his tools and left the job. On September 25, 2002, Harris told Turner that he stopped working on the job because he needed more money. The contract specified a third payment of \$2,500.00 to be paid when the siding work was completed. Harris requested the third payment prior to completing the siding work.

10. On or about September 26, 2002, Turner paid Harris \$2,500.00.
11. On December 23, 2002, William R. Myers ("Myers"), Building Official for Culpeper County, issued a Notice of Violation to Harris for failure to obtain inspections, in violation of Section 114.4 of the Virginia Uniform Statewide Building Code ("USBC"). Myers directed Harris to contact Myers within 15 days from receipt of the Notice. Harris failed to contact Myers within 15 days as requested.
12. On January 30, 2003, Myers issued a Notice of Violation II to Harris for failure to obtain inspections. Myers directed Harris to contact Myers within 15 days from receipt of the second Notice. Harris failed to contact Myers within 15 days as requested.
13. As of June 11, 2003, Harris failed to return to complete the following items: 1) complete the siding (trim, soffit and one side of the garage), 2) the electrical work, 3) the ridge vent on the roof, and 4) the stairway in the back of the garage.
14. As of June 11, 2003, Harris failed to return funds received for work not performed.
15. As of June 18, 2003, Harris failed to obtain inspections and abate the violations. (NOTE: On or about June 25, 2003, Myers told the Board's agent that his office is not prosecuting Harris, because Harris left the job following a payment dispute.

### **Conclusion and Recommendation**

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

Harris' failure to operate in the name in which the license was issued, is a violation of Board Regulation 18 VAC 50-22-230(A). Therefore, I recommend that a monetary penalty of \$200.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)

Harris' failure to obtain a Class B license in order to perform work in excess of the \$7,500.00 limit of a Class C license, is a violation of Board Regulation 18 VAC 50-22-260(B)(27). Therefore, I recommend that a monetary penalty of \$400.00 be imposed.

Count 3: 18 VAC 50-22-260(B)(8) (Effective September 1, 2001)

Harris' failure to fully execute the contract by not signing and obtaining Turner's signature on the proposal 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 \$400.00 be imposed.

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

Harris' intentional and unjustified failure to complete work contractor for and/or failure to comply with the terms in the contract, 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. In Addition, I recommend Harris successfully complete the Board's Basic Contracting Licensing Class (remedial education) within six months of the entry of the order.

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

Harris' failure to return 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 \$500.00 be imposed.

Count 6: 18 VAC 50-22-260(B)(25) (Effective January 1, 2003)

Harris' failure to obtain inspections and abate violations of the Virginia Uniform Statewide Building Code, is a violation of Board Regulation 18 VAC 50-22-260(B)(25). Therefore, I recommend that a monetary penalty of \$700.00 be imposed, along with revocation of Harris' license.

By:

\_\_\_\_\_  
Charles Falwell  
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 2705048685 until such time as said amount is paid in full.*

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

**RE: DAVECO INC.  
LICENSE NUMBER 2705 040869**

**FILE NUMBER: 2002-00911**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David Longbottom of Daveco, Inc. on October 24, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. No one from Daveco, Inc. appeared at the IFF in person or by counsel.

### **Background**

On or about December 8, 2000, Enid J. Ford (Ford) entered into a contract with Daveco Incorporated (Daveco), in the amount of \$5,255.00 (regular price \$8,500.00 minus trade in of old unit \$3,305.00), to remove the existing oil furnace and replace it with a new gas furnace at 137 Chesapeake Avenue, Newport News, Virginia. Ford paid Daveco \$4,255.00 as a down payment.

### **Summation of Facts**

1. The contract used by Daveco in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (a) when the work is to begin and the estimated completion date, (d) a plain language exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, 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.

2. On or about December 14, 2000, Daveco returned to Ford's home to work on the existing oil fired furnace. On or about April 17, 2001 and April 18, 2001, Daveco returned to Ford's home to work on the furnace again. As of March 22, 2002, Daveco failed to complete any of the work contracted for.
3. On or about December 14, 2000, Ford paid Daveco another \$500.00 by check.
4. On or about April 17, 2001, Ford paid Daveco another \$65.00 by check. On or about April 18, 2001, Ford paid Daveco another \$250.00 by check. As of April 18, 2001, Ford had paid Daveco \$5,070.00 towards the \$5,255.00 contract price.
5. On or about August 30, 2001, in the Newport News General District Court, Ford was awarded a \$5,100.87 judgment, plus \$30.00 cost, against Daveco.
6. As of March 22, 2002, Daveco failed to complete any of the work contracted for and/or satisfy the judgment awarded to Ford.

### **Conclusion and Recommendation**

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

Daveco'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 \$400.00 be imposed for a violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

Daveco's failure to complete work contracted for constitutes abandonment and is a violation of Board Regulation 18 VAC 50-22-260(B)(12). Therefore, I recommend that a monetary penalty of \$1,000.00 and license revocation be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

Daveco's failure to return funds paid, for which work is either not performed or performed only in part is a violation of Board Regulation 18 VAC 50-22-260(B)(12). Therefore, I recommend that a monetary penalty of \$1,500.00 and license revocation be imposed for a violation of this regulation.

By:

\_\_\_\_\_  
Charles W. Falwell  
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 040869 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

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

**BOARD FOR CONTRACTORS**

**RE: DAVECO INC.**

**LICENSE NUMBER 2705 040869**

**FILE NUMBER: 2002-02119**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David Longbottom of Daveco, Inc. on October 24, 2003. The following individuals participated at the conference: Kathryn Schader, Complainant; Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. No one from Daveco, Inc. appeared at the IFF in person or by counsel.

### **Background**

On or about June 5, 2001, Kathryn and Joseph Schader (the Schaders) entered into a contract with Daveco Incorporated (Daveco), in the amount of \$3,000.00, to remove and replace some water damaged ceiling and flooring, and replace two toilet rings at 23 South Greenfield Avenue, Hampton, Virginia.

On or about June 12, 2001, the Schaders entered into an additional work authorization with Daveco, for an additional cost of \$6,522.00, to remodel two upstairs bathrooms at 23 South Greenfield Avenue, Hampton, Virginia.

### **Summation of Facts**

1. The contracts used by Daveco in the transactions failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (a) when the work is to begin and the estimated completion date, (d) a plain language exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services, 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.
2. On or about June 5, 2001, the Schaders paid Daveco \$2,500.00 by check as a down payment.
3. On or about June 5, 2001, Daveco removed the ceiling in the room, below the first bathroom, and removed the flooring and fixtures in that upstairs bathroom.
4. On or about June 12, 2001, the Schaders paid Daveco \$6,000.00 by check as a down payment on the additional work authorization.

5. On or about September 25, 2001, Daveco obtained Building Permit B-01-02621.
6. On or about October 23, 2001, the Schaders sent Daveco a certified letter requesting a completion date for the work. On or about November 12, 2001, the letter was returned to the Schaders marked "unclaimed." On or about November 28, 2001, the Schaders hand delivered the letter to Daveco in an effort to obtain a completion date. On or about December 13, 2001, Daveco left a hand written note dated "Dec, 200" at the Schaders residence. The note failed to specify a completion date.
7. Daveco worked on the first bathroom until on or about December 18, 2001. During that period, Daveco accomplished only the demolition portion of the contracted work. On or about December 18, 2001, Daveco left 23 South Greenfield Avenue without replacing the ceiling in the room below the bathroom, any of the flooring in the bathroom, any of the fixtures, and without completing the construction of a shower stall. Daveco failed to start the contracted work involving the ceiling, flooring, and remodeling in the second bathroom. As of May 20, 2002, Daveco failed to return to perform any of the contracted work.
8. As of December 18, 2001, Daveco failed to return to perform any of the contracted work.
9. During the IFF, Schader testified that she has taken criminal action against Daveco. Schader stated that Daveco has repaid approximately \$3,000.00 to \$4,000.00. According to the court, Daveco owes Schader a total of \$8,095.00.

### Conclusion and Recommendation

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

Daveco's failure to make use of a legible written contract that contains all provisions specified in the regulation is in violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$400.00 be imposed for each violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

Daveco's failure to complete work contracted for constitutes abandonment and is a violation of Board Regulation 18 VAC 50-22-260(B)(12). Therefore, I recommend that a monetary penalty of \$1,000.00 and license revocation be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

Daveco's failure to return funds paid, for which work is either not performed or performed only in part, is a violation of Board Regulation 18 VAC 50-22-260(B)(12). Therefore, I recommend that a monetary penalty of \$1,500.00 and license revocation be imposed for a violation of this regulation.

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

Daveco's failure to obtain the required building permit prior to commencement of work is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed for a violation of this regulation.

By:

\_\_\_\_\_

Charles W. Falwell  
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 040869 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

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

**RE: DAVECO INC.  
LICENSE NUMBER 2705 040869**

**FILE NUMBER: 2002-00589**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David Longbottom, of Daveco, Inc, on October 24, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. No one from Daveco, Inc. appeared at the IFF in person or by counsel.

**Background**

On or about March 3, 2001, Hazel Blanton (Blanton) entered into a contract with Daveco Incorporated (Daveco), in the amount of \$10,500.00, to repair part of the ceiling, replace two windows and a door, and paint at 1017 Myrtle Court, Newport News, Virginia. At the signing of the contract, Blanton paid Daveco \$5,500.00 by check, as a down payment.

On or about March 6, 2001, Blanton paid Daveco \$380.00 by check to replace a kitchen light and \$150.00 by check to repair a coffee table. On or about March 7, 2001, Blanton received a bill from Daveco, in the amount of \$380.00, for the replacement of a light fixture

in the kitchen. On or about March 7, 2001, Blanton received a second bill from Daveco, in the amount of \$150.00, for the repair of a coffee table.

### **Summation of Facts**

1. The contract used by Daveco in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (a) when the work is to begin and the estimated completion date, (d) a plain language exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services, 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.
2. The contract specified the following payment schedule: \$5,500.00 as down payment, first payment of \$2,500.00 due 30 days after contract signing, and last payment of \$2,500.00 due 30 days after first payment. At the signing of the contract, Blanton paid Daveco \$5,500.00 by check, as a down payment.
3. On or about March 5, 2001, Daveco returned to Blanton's home to tell her that another window needed to be replaced. Blanton paid Daveco an additional \$1,250.00 for the additional window to be replaced. On or about March 6, 2001, Daveco replaced a kitchen light and repaired a coffee table for Blanton.
4. On or about May 7, 2001, Philip L. Hatchett (Hatchett), Blanton's attorney, sent Daveco a letter requesting a \$5,485.75 refund, money received minus out-of-pocket expenses at Home Depot. Hatchett offers a reduced refund of \$4,000.00 as a settlement to the matter.
5. As of August 20, 2001, Daveco failed to return to commence any of the contracted work and/or return any of the money received for work not performed.

### **Conclusion and Recommendation**

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

Daveco'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 \$400.00 be imposed for a violation of this regulation.

Count 2: 18 VAC 50-22-260(B)(12) (Effective Date May 1, 1999)

Daveco's intentional and unjustified failure to complete work contracted for is a violation of Board Regulation 18 VAC 50-22-260(B)(12). Therefore, I recommend that a

monetary penalty of \$1,000.00 and license revocation be imposed for a violation of this regulation.

Count 3: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

Daveco's failure to return funds paid, for which work is either not performed or performed only in part, is a violation of Board Regulation 18 VAC 50-22-260(B)(12). Therefore, I recommend that a monetary penalty of \$1,000.00 and license revocation be imposed for a violation of this regulation.

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

Daveco's failure to make use of a written change order, signed by all parties, for modifications to the existing contract is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$400.00 be imposed for a violation of this regulation.

By:

\_\_\_\_\_

Charles W. Falwell  
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 040869 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

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

**BOARD FOR CONTRACTORS**

**RE: DAVECO INC.  
LICENSE NUMBER 2705 040869**

**FILE NUMBER: 2003-01152**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David Longbottom, of Daveco, Inc., on October 24, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. No one from Daveco, Inc. appeared at the IFF in person or by counsel.

**Background**

On October 18, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Nick M. Beskenis (N.M. Beskenis) and Nick A. Beskenis (N.A. Beskenis) regarding a contract entered into with Dave & Co.

On August 2, 2002, Diane Beskenis (D. Beskenis) entered into a contract with Daveco Inc. (Daveco), in the amount of \$7,438.25, to remove and replace termite damaged old wood as needed and reframe the rear of the house at 3311 Candlewood Drive, Hampton, Virginia.

On August 2, 2002, D. Beskenis entered into a second contract with Daveco, in the amount of \$4,250.00, to remove and replace the heating and air conditioning unit, replace duct work runs, and rewrap as needed at 3311 Candlewood Drive, Hampton, Virginia 23669.

**Summation of Facts**

1. The contracts used by Daveco in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when the work is to begin and the estimated completion date, (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.

2. On August 3, 2002, Daveco commenced work on the project, including installation of the heating and air conditioning system. On August 21, 2002, Daveco completed the work.

3. On August 5, 2002, Daveco obtained mechanical permit M02-01110 and building permit B02-02220 from the City of Hampton for work performed at the Beskenis' property. On August 14, 2002, the final inspections for the mechanical and building permits were approved; however, the door was not approved until October 11, 2002.

4. On August 20, 2002, Bill Kachline (Kachline), Senior Structural Inspector for the City of Hampton Department of Codes Compliance, met with Beskenis and found electrical work was performed at the subject property without a permit. On August 20, 2002, Kachline informed Daveco, by telephone, that failure to obtain an electrical permit was in violation of the Virginia Uniform Statewide Building Code ("USBC").

5. On March 19, 2003, a review of the licensing records of the Board for Contractors revealed Daveco was issued Class A Contractor's license number 2705040869 on September 16, 1997, with a gas fitting contracting (GFC) specialty and the HVAC contractors (HVA) and building contractors (BLD) classifications.

6. In addition to the contracted work, Daveco installed two windows and performed re-framing work, in the amount of \$650.00. Daveco wrote and initialed on the existing contract "Paid in full bal. Plus \$650.00 extra work done." Daveco failed to use a written change order, signed by all parties, for changes to cost and scope of the work contracted for.

7. In August 2002 or September 2002, Daveco verbally provided a one year warranty on the work performed and a ten year manufacturer's warranty on the heating and air conditioning system.

8. On October 5, 2002, Daveco repaired duct work that had fallen. Between October 2002 and December 2002, N.M. Beskenis contacted Daveco to advise that the heating duct work had fallen and need repair. On December 5, 2002, Longbottom told N.M. Beskenis that Daveco would repair the duct work. As of December 11, 2002, Daveco failed to make repairs to the following warranty items:

- repair the heating duct work runs,
- repair plaster and mudding on the bedroom walls, and
- install bedroom window sill.

9. On September 16, 1997, the Board for Contractors issued Daveco Inc. Class A Contractor's license number 2705040869.

10. On August 7, 2002, the Board for Contractors suspended license number 2705040869.

11. On August 21, 2002, Daveco completed the work according to the contract with N.A. Beskenis. After August 7, 2002, Daveco continued practicing contracting without a valid license.

### **Conclusion and Recommendation**

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

Daveco's failure to make use of a legible written contract that contains all provisions specified in the regulation is in violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$400.00 be imposed for each violation of this regulation,.

Count 2: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)

Daveco's action of practicing in a classification, specialty service, or class of license for which the contractor is not licensed is a violation of Board Regulation 18 VAC 50-22-260(B)(27). 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)(31) (Effective September 1, 2001)

Daveco's failure to obtain written change orders, signed by all parties, to an existing contract is a violation of Board Regulation 18 VAC 50-22-260(B)(31). Therefore, I recommend that a monetary penalty of \$250.00 be imposed for a violation of this regulation.

Count 4: 18 VAC 50-22-260(B)(30) (Effective September 1, 2001)

Daveco's failure to honor the terms and conditions of the warranty is a violation of Board Regulation 18 VAC 50-22-260(B)(30). 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)(6) (Effective September 1, 2001)

Daveco's action of practicing contracting without a valid license is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$500.00 and revocation be imposed for a violation of this regulation.

By:

\_\_\_\_\_  
Charles W. Falwell  
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 040869 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

## BOARD FOR CONTRACTORS

**RE: KRISTA ALANA-ANN MCGUIRE  
T/A RENEWED BY DEZIGN  
LICENSE NUMBER 2705 069495**

**FILE NUMBER: 2003-01353**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on February 24, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Krista Alana-Ann McGuire, t/a Renewed by Dezign, on October 24, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. Neither Krista Alana-Ann McGuire, nor anyone on her behalf, appeared at the IFF.

### **Summation of Facts**

1. On November 22, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from James W. Johnson (Johnson) regarding a contract entered into with Krista Alana-Ann McGuire (McGuire), t/a Renewed by Dezign.
2. On June 28, 2002, Johnson entered into a contract with McGuire, in the amount of \$1,900.00, to remove an existing sliding glass door and install a French door at Johnson's residence at 906 Westcreek Drive, Richmond, Virginia.
3. The contract used by McGuire in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (e) a statement of assurance regarding local requirements for building permits, inspections and zoning and (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services.

**Conclusion and Recommendation**

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

McGuire'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 \$250.00 be imposed for a violation of this regulation.

By:

\_\_\_\_\_

Charles W. Falwell  
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 069495 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: Charles W. Falwell
- 2. Title: Board Member
- 3. Agency: Board for Contractors
- 4. Transaction: Informal Fact-Finding Conferences on February 24, 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

2-24-04  
Date