

**Minutes of Meeting
BOARD FOR CONTRACTORS
INFORMAL FACT-FINDING CONFERENCES
February 18, 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.

Mark D. Franko, Presiding Officer, presided. No 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. Arie Saar
t/a A & R Enterprise Home Repair
File Number 2003-02514 | Carol Gwaltney - C |
| 2. Thomas E. Dooley
t/a Century Roofing
File Number 2003-01751 | Thomas Dooley – R
by telephone |
| 3. Ronald Updegraff
t/a Graff's Construction
File Number 2002-02523 | None |
| 4. Clairstone Construction
File Number 2002-00824
No Decision was made. | James Waters – R
John C. Fox – C |
| 5. Ray Deline
t/a Ray Deline Painting Company
File Number 2002-02890 | Deline – R
John Berry – R Atty
Kim Butcher – C
Kipp Wimmer – C |

6. Virginia E. VanDyke
t/a V & M Enterprises
File Number 2003-03089
No Decision was made.

Bane "Mike" VanDyke – R
Elliot Bondurant – R Atty
Steven & Judith Harris – C

7. Charles W. Rider
t/a R. L. Rider & Company
File Number 2003-01412

Charles Rider – R
Robin Gulick – R Atty
Alan Crane - W

8. H C B Buildings Inc.
Hanover Custom Buildings Inc.
File Number 2003-02959

Richard Rhoades – R

The meeting adjourned at 7:45 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: SAAR ARIE (A/K/A ARIE SAAR)
T/A A & R ENTERPRISE HOME REPAIR

LICENSE NUMBER 2705 065013

FILE NUMBER: 2003-02514

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 18, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Saar Arie, t/a A & R Enterprise Home Repair on November 25, 2003. The following individuals participated at the conference: Carol Gwaltney, Complainant; Jennifer Kazzie, Staff Member; and Mark D. Franko, Presiding Officer. Neither Arie, nor anyone on his behalf, appeared at the IFF.

Background

On March 17, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Carol Gwaltney ("Gwaltney") regarding work performed by Saar Arie ("Saar"), t/a A & R Enterprise Home Repair.

On September 24, 2002, Gwaltney entered into a contract with A & E General Contractor, in the amount of \$4,250.00, to enclose an 8 x 11 porch at 6618 West Franklin Street, Richmond, Virginia.

On September 25, 2002, Gwaltney purchased four vinyl windows for \$992.75. Since Gwaltney purchased the windows herself, Gwaltney and Saar agreed to reduce the contract price to \$3,258.00.

On October 2, 2002, Gwaltney paid Saar \$1,629.00 by check.

On October 18, 2002, Saar commenced work. On November 5, 2002, Saar obtained building permit number BLD2002-04126.

On March 18, 2003, a review of the licensing records for the Board for Contractors revealed Saar was issued Class C Contractor's license number 2705065013 on August 30, 2001 under the name A & R Enterprise Home Repair.

Summation of Facts

1. Saar failed to operate in the name in which the license was issued, A & R Enterprise Home Repair.
2. The contract used by Saar in the transaction failed to contain: (a) when the work is to begin and the estimated completion date, (c) a listing of specified materials and work to be performed, (f) disclosure of cancellation rights, (h) the contractor's name, 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.

3. The contract specified "enclosure to have three windows and an exterior door" and "install electrical outlets on all three exterior walls."

4. After entering into the contract, Gwaltney and Saar agreed to add an outside electric outlet and wiring for a wall sconce and light post at no extra cost. Saar also agreed to install the extra window at no extra charge.

5. In November 2002, Saar hired Signal Electric Co. ("Signal") to perform the electrical wiring at the subject property. In November 2002, Signal ran wiring for an electrical outlet and sconce outside, four inside electrical outlets, and a baseboard heater.

6. Saar failed to use written change orders, signed by all parties, for changes to the contract which changed materials and scope of the work to be performed.

7. On November 20, 2002, Victoria Dziervek ("Dziervek"), Henrico County Building Inspector, conducted a framing inspection of the subject property and discovered that electrical work had been performed. On November 20, 2002, Dziervek requested Saar provide evidence of an electrical permit.

8. On December 9, 2002, Gwaltney advised the County of Henrico that Saar was fired and no longer the general contractor for building permit number BLD2002-04126. On December 9, 2002, the County of Henrico noted on building permit number BLD 2002-04126 that Saar was terminated by Gwaltney.

9. On January 7, 2003, Gwaltney obtained electrical permit number ELE2003-00067 for the electrical work performed by Signal Electric Co. On February 24, 2003, a final electrical inspection was performed and passed.

10. On July 7, 2003, Dziervek advised Investigator Janet Creamer, the Board's agent, that Saar failed to obtain an electrical permit prior to the commencement of work, in violation of Section 109 of the Virginia Uniform Statewide Building Code.

11. On December 9, 2002, Gwaltney left a message for Saar that Gwaltney was terminating the contract and requested Saar not return to the subject property. On December 10, 2002, Saar called Gwaltney. Saar told Gwaltney the contract was terminated.

12. On December 11, 2002, Gwaltney sent Saar a letter, via certified mail and first class mail, to confirm termination of the contract. On December 12, 2002, Shai Saar signed for the certified letter.

13. On March 25, 2003, the Board's agent made a written request to Saar at the address of record of 8614 Arran Road, Richmond, Virginia 23235, requesting a written response and

supporting documents regarding the complaint filed with Board. The Board's agent requested a response be received by April 30, 2003.

14. On July 14, 2003, the Board's agent made a second written request to Saar, via certified mail, at the address of record of 8614 Arran Road, Richmond, Virginia 23235, requesting Saar produce documents of all payments made and an explanation of a charge on the Signal invoice. On July 18, 2003, Lea Saar signed for the certified letter. As of September 2, 2003, the Board's agent did not receive the requested documents from Saar.

15. On September 2, 2003, the Board's agent made a second written request to Saar requesting the additional information be received by the Board's agent no later than September 9, 2003. As of September 9, 2003, the Board's agent did not receive the documents from Saar.

Conclusion and Recommendation

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

Saar's 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 \$365.00 be imposed for violation of this regulation. In addition, I recommend Saar successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

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

Saar'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 \$400.00 be imposed for a violation of this regulation. In addition, I recommend Saar successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 3: 18 VAC 50-22-260(B)(31) (Effective September 1, 2001)

Saar's failure to use written change orders, signed by all parties, for changes to the already existing contract is a violation of Board Regulation 18 VAC 50-22-260(B)(31). Therefore, I recommend that a monetary penalty of \$350.00 be imposed for violation of this regulation. In addition, I recommend Saar successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 4: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Saar's failure to obtain an electrical permit prior to the commencement of work is a violation of Board Regulation 18 VAC 50-22-260(6). Therefore, I recommend that a monetary penalty of \$750.00 be imposed for a violation of this regulation. In addition, I

recommend Saar successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 5: 18 VAC 50-22-260(B)(12) (Effective January 1, 2003)

Saar's failure to produce documents requested by the Board, or any of its agents, is a violation of Board Regulation 18 VAC 50-22-260(B)(12). Therefore, I recommend that a monetary penalty of \$850.00 and license revocation be imposed for a violation of this regulation.

By:

Mark D. Franko
Presiding Officer
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 065013 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

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

BOARD FOR CONTRACTORS

**RE: THOMAS E. DOOLEY
T/A CENTURY ROOFING
LICENSE NUMBER 2705 043525**

FILE NUMBER: 2003-01751

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 18, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Thomas E. Dooley, t/a Century Roofing. The following individuals participated at the conference: Thomas E. Dooley, Respondent, by telephone; Jennifer Kazzie, Staff Member; and Mark D. Franko, Presiding Officer.

Summation of Facts

1. On May 16, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a recovery fund claim from Joseph and Joan Foti ("the Fotis") regarding a contract entered into with Thomas E. Dooley, t/a Century Roofing ("Dooley").
2. On April 18, 2001, the Fotis entered into a contract with Dooley, in the amount of \$7,000.00, to install vinyl siding at 2204 Turnberry Court, Virginia Beach, Virginia.
3. The contract used by Dooley failed to contain the following minimum provisions: (a) when 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) 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, (h) contractor's name, address, license/certificate number, expiration date, class of license/certificate, and 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.
4. As of November 14, 2001, Dooley failed to commence work contracted for.
5. On November 14, 2001, Louis Paulson ("Paulson"), attorney representing the Fotis, sent Dooley a letter advised Dooley that the Fotis were terminating the contract for failure to perform.
6. During the IFF, Dooley testified that he paid the Fotis \$3,500.00 via Paulson.
7. On November 19, 2002, Dooley was sent a letter by the Department of Professional and Occupational Regulation advising that the recovery fund claim was withdrawn for payment.

Conclusion and Recommendation

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

Dooley'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 \$375.00 be imposed for violation of this regulation. In addition, I recommend Dooley successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

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

Dooley's 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 \$500.00 be imposed for a violation of this regulation. In addition, I recommend Dooley successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

By:

Mark D. Franko
Presiding Officer
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 043525 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

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

**RE: RONALD UPDEGRAFF
T/A GRAFFS' CONSTRUCTION
LICENSE NUMBER 2705 047068**

FILE NUMBER: 2002-02523

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 18, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Ronald Updegraff, t/a Graff's Construction on November 26, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; Mark D. Franko, Presiding Officer. Neither Updegraff, nor anyone on his behalf, appeared at the IFF.

Background

On February 15, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Lorna Wertz ("Wertz") of the Champion Lake Homeowners Association ("HOA") regarding work performed by Ronald Updegraff ("Updegraff"), t/a Graff's Construction.

On May 10, 2001, Wertz and Francis J. Durante ("Durante"), member of the ("HOA"), entered into a verbal agreement with Updegraff, to install new posts and six (6) signs in the common areas of the HOA property.

Shortly after the agreement was entered into, Updegraff provided the HOA with an undated invoice, in the amount of \$525.00, to dig the holes for the posts and install the signs. (NOTE: Wertz crossed out the word "invoice" and wrote "proposal.")

Summation of Facts

1. Updegraff failed to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed.
2. On May 10, 2001, Durante provided Updegraff with the pre-made metal signs to be posted.
3. In June 2001, Durante contacted Updegraff to cancel the verbal agreement and to request Updegraff return the signs. Between June 2001 and September 2001, the HOA contacted Updegraff several times requesting the signs be returned.
4. On October 4, 2001, Wertz sent a certified letter to Updegraff in an effort to recover six signs belonging to the HOA in Updegraff's possession. Wertz requested Updegraff return the signs by October 26, 2001, or reimburse the cost of the signs to the HOA. The certified letter was returned to Wertz and was marked "unclaimed."

5. In a written response dated March 13, 2002, Updegraff told Investigator Morgan Moore, the Board's agent, that Updegraff was not awarded the job or given a down payment.

6. Updegraff failed to return the signs to the HOA.

Conclusion and Recommendation

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

Updegraff's failure to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed is a violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$350.00 be imposed for violation of this regulation.

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

Updegraff's failure to return the signs to the HOA is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$220.00 be imposed for a violation of this regulation.

By:

Mark D. Franko
Presiding Officer
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 047068 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

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

**RE: RAY DELINE
T/A RAY DELINE PAINTING COMPANY
LICENSE NUMBER 2705 038932**

FILE NUMBER: 2002-02890

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 18, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Ray Deline, t/a Ray Deline Painting Company on December 1, 2003. The following individuals participated at the conference: Ray Deline, Respondent; John G. Berry, Attorney for Respondent; Kim Butcher and Kipp Wimmer, Complainants; Jennifer Kazzie, Staff Member; and Mark Franko, presiding Officer.

Background

On March 25, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Kim Butcher (Butcher) and Kipp Wimmer (Wimmer) regarding work performed by Ray Deline (Deline), t/a Ray Deline Painting Company.

On or about July 15, 2001, Butcher and Wimmer entered into a verbal agreement with Deline to occupy a house, which was owned by Butcher and Wimmer in Madison County, Virginia, "rent free" for 12 months provided Deline would "fix it up" during the term of the rental. The verbal agreement also provided that Deline would have the right to purchase the property at the end of the 12 months.

Between July 2001 and November 2001, Deline performed renovation work without Butcher's or Wimmer's authorization. On December 6, 2001, Butcher and Wimmer issued a trespass notice against Deline, which prevented Deline from returning to the subject property.

On December 14, 2001, Deline filed a Mechanic's Lien against Butcher and Wimmer, in the amount of \$35,000.00, for work performed at Route 3, Box 151B, Madison, Virginia. According to the Mechanic's Lien, the work performed included, but was not limited to:

- removing all old plumbing and reinstalling the plumbing,
- removing and replacing kitchen cabinets and counter tops,
- changing the kitchen format,
- repairing electrical,
- repairing floors,
- repairing all walls,
- replacing baseboards,
- painting,
- landscaping, and
- labor.

On October 15, 2002, in the Circuit Court of Madison County, John Berry (Berry), attorney representing Deline, filed a Motion for Judgment against Butcher and Wimmer. The Motion for Judgment specified Deline "caused plumbing to be installed in the house; he installed new vinyl siding and he completely refinished the majority of the interior of the house on the property. The Plaintiff expended approximately \$14,000.00 on materials, and he paid for and expended substantial labor of his own in working on the project, the reasonable value of which was in excess of \$20,000.00.

Summation of Facts

1. Deline failed to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed.
2. August 19, 2003, a review of the licensing records of the Board for Contractors revealed Deline was issued Class C license number 2705 038932 on May 5, 1997.
3. Deline failed to obtain a Class B license in order to perform work in excess of the \$7,500.00 limit of the Class C license.
4. During the IFF, Berry testified that:
 - a. There was no written agreement between Deline and the complainants, Butcher and Wimmer.
 - b. He believes that Deline had the same rights as an "owner" to make renovations to the property, due to the arrangements Deline had made with Butcher and Wimmer, to purchase property.
 - c. The fact that Deline was given a key to the property by Butcher and Wimmer, in anticipation of owning the property, is proof that was to purchase the house.
5. During the IFF, Wimmer testified that:
 - a. Deline was supposed to rent the house for \$650.00 for 12 months and purchase the house at the end of the year.

- b. Wimmer stated that he did not receive any rent payments from Deline.
 - c. Many attempts were made by Wimmer to get Deline to sign a contract for purchase of the house, but Deline would not sign a contract.
6. In Deline Exhibit #3, on pages 32 and 33 of a transcript submitted by Berry, Christopher A. Corbin (Corbin) testified that they entered into a similar verbal agreement, as asserted by Deline, that the Corbin did in fact move into the home before closing, performed improvements prior to closing and did not pay rent.
7. In Deline Exhibit #3, on page 11 of a transcript submitted by Berry, Wimmer testified that he told Deline would have the right to buy the house in an "as is" condition, in one year, for the price of \$70,000.
8. In a letter dated June 17, 2002, to Butcher and Wimmer from Carolyn Wright (Wright), the Board's agent, Ms. Wright recounted statements from Butcher and Wimmer consistent with Berry's and Corbin's testimony relating to facts #6 and #7 above.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)
Count 2: 18 VAC 50-22-260(B)(1) (Effective May 1, 1999) to wit: § 54.1-1103

Based on the testimony and exhibits entered during the IFF, I concur with Wright's closing letter that this is a landlord/tenant issue. As such, I believe that Deline was not acting in the capacity of a contractor in the subject verbal agreement. Therefore, I recommend that Count 1 and Count 2 of the file be closed with findings of no violation.

By:

Mark Franko
Presiding Officer
Board for Contractors
Date: _____

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

BOARD FOR CONTRACTORS

RE: R. L. RIDER AND COMPANY

LICENSE NUMBER 2701 002057

FILE NUMBER: 2003-01412

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 18, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Robin C. Gulick, Attorney for R. L. Rider and Company on December 1, 2003. The following individuals participated at the conference: Charles W. Rider, on behalf of R. L. Rider and Company, Respondent; Robin C. Gulick, Attorney for Respondent; Alan Crane, Witness; Jennifer Kazzie, Staff Member; and Mark Franko, presiding Officer.

Summation of Facts

1. On November 13, 2002, the Department of Agriculture and Consumer Services forwarded a written complaint filed by Ronald N. Gravis (Gravis) to the Enforcement Division of the Department of Professional and Occupational Regulation regarding R. L. Rider & Company (Rider).
2. On July 2, 2002, Rider faxed Gravis a written proposal, in the amount of \$85.00 per hour (4 hour minimum) and \$150.00 charge for each equipment, to clear and grade a lot at 240 Chestnut Trail Road, Front Royal, Virginia. Rider requested Gravis execute the proposal and fax it back. On July 2, 2002, Gravis accepted the proposal and faxed the signed contract back to Rider.
3. The contract used by Rider in the transaction failed to contain: (a) when 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) 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, (h) contractor's license number, expiration date, class of license, and classifications 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.
4. During the IFF, Rider:
 - a. Was highly cooperative and took seriously the issue at hand.
 - b. Pointed out a potential loophole in the regulations.

- c. Stated that Responsible Management will take the basic contractor licensing course.
- d. Agreed to submit a compliant contract.

Conclusion and Recommendation

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

I strongly recommend that this count of the file be closed with a finding of no violation due to the facts presented at the IFF.

By:

Mark Franko
Presiding Officer
Board for Contractors
Date: _____

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

BOARD FOR CONTRACTORS

**RE: H C B BUILDINGS INC.
T/A HANOVER CUSTOM BUILDINGS, INC.
LICENSE NUMBER 2701 027922**

FILE NUMBER: 2003-02959

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on February 18, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Richard Rhoades, President of H C B Buildings, Inc., on December 2, 2003. The following individuals participated at the conference: Richard Rhoades, Respondent; Bertha Lewis, Complainant; Jennifer Kazzie, Staff Member; and Mark Franko, presiding Officer.

Summation of Facts

1. On April 29, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Bertha Lewis (Lewis) regarding a contract entered into with Hanover Custom Builders, Inc.
2. On October 22, 2002, Lewis entered into a contract with Hanover Custom Builders, Inc., in the amount of \$2,550.00, to replace the roof at 1500 Texas Avenue, Richmond, Virginia.
3. On April 30, 2003, a review of the licensing records of the Board for Contractors revealed H C B Buildings Inc. (HCB), t/a Hanover Custom Buildings Inc., was issued Class A Contractor's license number 2701027922 on September 20, 1984, as a corporation.
4. HCB failed to operate in the name in which the license was issued.
5. The contract used by HCB in the transaction failed to contain: (f) disclosure of cancellation rights and (h) the contractor's expiration date, and classification or specialty services.
6. During the IFF, Rhoades testified that each of these issues have been addressed. Rhoades provided the Board with a copy of their new contract and a copy of the name change form sent to the Board, which is dated October 22, 2003.

Conclusion and Recommendation

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

I recommend that this count of the file be closed with a finding of no violation.

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

I recommend that this count of the file be closed with a finding of no violation.

By:

Mark Franko
Presiding Officer
Board for Contractors
Date: _____

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

TRANSACTIONAL DISCLOSURE STATEMENT
for Officers and Employees of State Government

1. Name: Mark D. Franko
2. Title: Presiding Officer
3. Agency: Virginia Board for Contractors
4. Transaction: Informal Fact-Finding Conferences on February 18, 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:

Grace Street Residential Design Systems

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

Mark D. Franko
Signature

2/19/04
Date