

**Minutes of Meeting
BOARD FOR CONTRACTORS
INFORMAL FACT-FINDING CONFERENCES
June 3, 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.

Ruth Ann Wall, 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. Ocean Exteriors Inc.
File Number 2004-02007 (Disc) | None |
| 2. Charles W. Stover III
t/a Near Lee Construction
File Number 2004-02240 (Disc) | David Robinson -- C
Thelma Robinson – W |
| 3. Residential Construction Services LLC
File Number 2003-01396 (Disc) | Steve Hardy – R
Fernanda Best – C |
| 4. Cleo Scott
t/a Poor Clee Home Improvement Contractor
File Number 2004-01000 (Disc) | Scott – R |
| 5. David's Home Improvements Inc.
File Number 2004-00925 (Disc) | None |
| 6. David's Home Improvements, Inc.
File Number 2004-02671 | Samuel Banks – C
Constance Banks - W |
| 6. David's Home Improvements Inc. | Michael Moscoso - C |

File Number 2004-02966 (Disc)

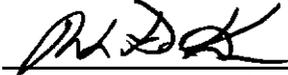
Deborah Moscoso – C

7. David's Home Improvements Inc.
File Number 2004-02568 (Disc)

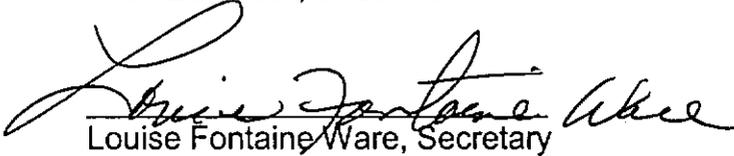
None

The meeting adjourned at 2:00 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: OCEAN EXTERIORS, INC.
LICENSE NUMBER: 2705 067648**

FILE NUMBER: 2004-02007

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 3, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Jeffrey Pesich of Ocean Exteriors, Inc., on April 30, 2004. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Ruth Ann Wall, presiding Officer. No one on behalf of Ocean Exteriors, Inc. appeared at the IFF.

Background

On November 10, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Cecilia Coleman and Curtis Coleman (the Colemans) regarding a contract entered into with Ocean Exteriors Inc. (Ocean Exteriors).

On August 25, 2003, Curtis Coleman entered into a written contract with Ocean Exteriors, in the amount of \$18,000.00, to remove an existing garage roof and install a room addition above the garage at 1549 Fuller Lane, Virginia Beach, Virginia.

On October 21, 2003, Ocean Exteriors commenced work by removing roof shingles from the garage. Between October 21, 2003 and October 22, 2003, Ocean Exteriors removed shingles from the garage roof.

On November 15, 2003, a review of the licensing records for the Board for Contractors revealed Ocean Exteriors was issued Class B Contractor's license number 2705067648 on March 5, 2002, with the Home Improvement Contracting (HIC) and Commercial Improvement Contracting (CIC) specialty designations. The records further revealed J. Pesich (Pesich), individual certificate number 2706089619, as the Designated Employee, Qualified Individual, and Responsible Management for license number 2705067648.

Summation of Facts

1. The contract used by Ocean Exteriors in the transaction failed to contain 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, (e) a statement of assurance regarding local requirements for building permits, inspections and zoning, (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.
2. Ocean Exteriors practiced in a classification and/or specialty service for which it is not licensed.
3. On October 29, 2003, the City of Virginia Beach Planning/Permits and Inspections Office received a complaint regarding work being performed at the subject property without a permit.
4. On November 3, 2003, a notice was posted at the subject property that stated "You have to have a building permit for the work you are doing. Don't do anymore work on it or permit will cost 150.00 fine + cost of permit."

5. On March 16, 2004, Cheri Hainer (Hainer), Permits and Inspections Administrator for the City of Virginia Beach, advised Investigator Valerie J. Matney, the Board's agent, that failing to obtain building and electrical permits was a violation of Section 111.1 (1) of the Virginia Uniform Statewide Building Code.
6. On December 12, 2003, Pesich of Ocean Exteriors told the Board's agent that he did not get the building permit because he could not get into the attic of the subject property, and therefore had to access it from the exterior. Pesich also told the Board's agent that he did not realize that he needed a building permit because he was getting a feel for what work was needed by removing the garage roof so that he could develop a plan.
7. On January 7, 2004, Upper Deck Construction obtained building permit number 200400193BO for work performed at the subject property.
8. On March 15, 2004, Parrish Electric Inc. obtained electrical permit number 200400193E0 for electrical work performed at the subject property.
9. On October 26, 2003, an employee of Ocean Exteriors told the Colemans that Ocean Exteriors was going to build the roof line for the roof addition at a steeper pitch that would allow for eight (8) foot walls within the room.
10. On October 28, 2003, the Colemans and Ocean Exteriors met at the subject property and agreed on a rough sketch of the new roof line for the room addition. Ocean Exteriors agreed to call the Colemans on November 3, 2003, and deliver the new layout plans.
11. On November 3, 2003, Ocean Exteriors did not contact the Colemans.
12. Ocean Exteriors failed to provide written change orders, signed by all parties, for changes to the pitch of the roof line and the layout of the room addition.
13. On October 22, 2003, Ocean Exteriors covered the top of the roof with tarps, but left the front portion of the roof exposed. On October 22, 2003, Coleman attempted to contact Ocean Exteriors regarding the exposed roof, but Ocean Exteriors did not respond.
14. On October 23, 2003, Coleman made several attempts to contact Ocean Exteriors regarding the work schedule and deadline for completion, but Ocean Exteriors did not respond.
15. On October 25, 2003, rain saturated the front portion of the garage that was not covered with a tarp by Ocean Exteriors. As a result of the rain, the ceiling, siding, and around the garage door were water stained.
16. On October 26, 2003, Coleman attempted to contact Ocean Exteriors regarding the water damage to the subject property.

17. On October 26, 2003, Ocean Exteriors returned to the subject property and covered the entire roof and placed additional support in the garage to prevent the roof from collapsing.
18. Between October 22, 2003 and October 26, 2003, the front portion of the garage roof was left exposed, which resulted in water damage.
19. On September 3, 2003, Coleman paid Ocean Exteriors \$9,000.00 by check, as a deposit.
20. On November 3, 2003, the Colemans requested Ocean Exteriors refund money for the unfinished work. Pesich told the Colemans that he did not own Ocean Exteriors outright and that he would have to check with the other owners and talk to his attorney.
21. Ocean Exteriors failed to refund money for work not performed or performed in part.
22. Ocean Exteriors had only performed the garage roof removal and floor stabilization at the subject property.
23. On November 24, 2003, the Board's agent made a written request to Ocean Exteriors at the address of record of 1905 Hunts Neck Court, Virginia Beach, Virginia 23456, requesting a written response and relevant documents relating to the complaint filed with the Board. The Board's agent requested the documents be received by December 11, 2003.
24. On December 12, 2003, Jeff Pesich (Pesich) of Ocean Exteriors told the Board's agent that he had the layout plans that reflected the modification to the pitch of the roof as requested by the Colemans, but that his computer was "fried" and he was trying to retrieve the files. Pesich told the Board's agent that he would look for the hard copies of the layout plans in his files.
25. On December 13, 2003, Ocean Exteriors responded to the Board's agent written request, but did not include a copy of the layout plans.
26. On December 22, 2003, the Board's agent called Ocean Exteriors and left a message requesting the layout plans.
27. On December 23, 2003, the Board's agent called Ocean Exteriors and requested the layout plans. Pesich told the Board's agent that the computer guy was working on the computer and that he forgot to include the plans in his response.
28. On December 29, 2003, the Board's agent left a message for Pesich to schedule an appointment for an interview and to pick up the layout plans.

29. On January 6, 2004, the Board's agent called Pesich, who told the Board's agent that he would call her on January 8, 2004, to schedule a time for an appointment. The Board's agent requested Pesich bring a copy of the layout plans.

30. On January 8, 2004, Pesich failed to contact the Board's agent.

31. On January 13, 2004, the Board's agent left a message for Pesich. The Board's agents told Pesich that January 15, 2004, or January 21, 2004, were possible appointment dates and requested Pesich return the call.

32. On January 20, 2004, the Board's agent left a message for Pesich to meet on January 21, 2004, and requested a return call.

33. On January 21, 2004, the Board's agent called Pesich and left a message that he had one more opportunity to schedule an appointment for the week of January 26, 2004.

34. On January 26, 2004, the Board's agent called Pesich and left a message that she would be moving forward with potential charges for failing to respond to her requests for an appointment and the layout plans.

35. Ocean Exteriors failed to provide complete information to an investigator.

Conclusion and Recommendation

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

Ocean Exterior's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations 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.

Count 2: 18 VAC 50-22-260(B)(27) (Effective January 1, 2003)(Ocean Exterior's action of practicing in a classification and/or specialty service for which it is not licensed)

Due to insufficient evidence to support Count 2, 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 January 1, 2003)

Ocean Exterior's failure to obtain the required building permit prior to the commencement of 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 \$250.00 be imposed.

Count 4: 18 VAC 50-22-260(B)(31) (Effective January 1, 2003)

Ocean Exterior's failure to obtain written change orders, which are signed by both the consumer and the licensee or his agent, for modifications to an already 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.

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

Ocean Exterior's failure to cover the exposed front portion of the roof with a tarp constitutes negligence and/or misconduct 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 \$500.00 be imposed.

Count 6: 18 VAC 50-22-260(B)(16) (Effective January 1, 2003)

Ocean Exterior'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)(16). Therefore, I recommend that a monetary penalty of \$500.00 be imposed.

Count 7: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

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

By:

Ruth Ann Wall
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 067648 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

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

**RE: CHARLES W. STOVER, III
T/A NEAR LEE CONSTRUCTION
LICENSE NUMBER: 2705 065014**

FILE NUMBER: 2004-02240

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 3, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Charles W. Stover, III, t/a Near Lee Construction, on April 28, 2004. The following individuals participated at the conference: David Robinson, Complainant; Thelma Robinson, Witness; Jennifer Kazzie, Staff Member; and Ruth Ann Wall, presiding Officer. Neither Charles W. Stover, III, nor anyone on behalf of Near Lee Construction, appeared at the IFF.

Background

On November 24, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from David Robinson (Robinson) regarding a contract entered into with Charles W. Stover III (Stover), t/a Near Lee Construction.

On September 5, 2003, Robinson entered into a written contract with C. Stover, in the amount of \$845.00, to insulate under the Florida room, replace shingles, install flashing, and replace sheetrock at 1841 Fairfax Street, Petersburg, Virginia.

Stover provided Robinson with a business card that indicated Charles Stover General Contractors. The business card also indicated an address of 4505 Windward Road, Chester, VA 23831.

On March 2, 2004, a review of the licensing records of the Board for Contractors revealed Stover was issued Class C Contractor's license number 2705065014 on July 9, 2002. The records further revealed the address of record was 4505 Windward Road, Chester, Virginia 23831.

Summation of Facts

1. The contract used by Stover in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (d) a "plain-language" exculpatory clause, (e) a statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) contractor's name, address, 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.
2. Stover failed to operate in the name in which the license was issued.
3. Robinson and Stover verbally agreed to a start date of September 8, 2003, and completion date of September 11, 2003.
4. Stover failed to repair the roof leak, complete installation of sheetrock on the walls and ceiling, and complete installation of the insulation under the Florida room.
5. The contract specified "1 year warranty."
6. After several attempts to repair the roof, Robinson noticed the roof still leaking. Stover told Robinson that the roof was continuing to leak because of loose siding on the dormer.
7. On October 5, 2003, Robinson received a written proposal from Stover, in the amount of \$1,380.00, to replace the siding on the dormer at the subject property.
8. Robinson's carpet was damaged. Stover disposed of the carpet and agreed to replace the carpet.
9. Stover failed to honor the promise and replace the carpet.
10. On December 18, 2003, Investigator Becky C. Angelilli, the Board's agent, made a written request to Stover at the address of record of 4505 Windward Road, Chester, Virginia 23831, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by January 5, 2004.
11. Stover refused or failed to provide complete information to the Board's agent.

Conclusion and Recommendation

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

Stover's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations 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.

Count 2: 18 VAC 50-22-230(A) (Effective January 1, 2003)

Stover's failure to operate under the name in which the license is issued is a violation of Board Regulation 18 VAC 50-22-230(A). Therefore, I recommend that a monetary penalty of \$250.00 be imposed.

Count 3: 18 VAC 50-22-260(B)(15) (Effective January 1, 2003)

Stover's failure to complete work contracted for and/or 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.

Count 4: 18 VAC 50-22-260(B)(30) (Effective January 1, 2003)

Stover's failure to honor the terms and conditions of a 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.

Count 5: 18 VAC 50-22-260(B)(6) (Effective January 1, 2003)

Stover's failure to honor the promise to replace the carpet at the subject property 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 \$150.00 be imposed.

Count 6: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

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

By:

Ruth Ann Wall
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 065014 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

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

In Re:

Residential Construction Services LLC, t/a Residential Construction Services LLC
Newport News, VA 23607

File Number 2003-01396
License Number 2705064723

CONSENT ORDER

Respondent Residential Construction Services LLC, t/a Residential Construction Services LLC ("Residential Construction Services LLC") was at all times material to this matter a licensed Class A Contractor in Virginia (No. 2705064723).

As a result of this status, Residential Construction Services LLC 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 June 3, 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 Steve Hardy, on behalf of Residential Construction Services, LLC, Respondent; Fernanda Best, Complainant; Jennifer Kazzie, Staff Member, and Ruth Ann Wall, presiding Officer.

Board's 1999 Regulations provides:

18 VAC 50-22-200. Revocation or suspension; fines.

The board may revoke or suspend a license/certificate or fine a licensee/certificate holder when a licensee/certificate holder has been found to have violated or cooperated with others in violating any provision of Chapter 11 (§ 54.1-1100 et seq.) of Title 54.1 of the Code of Virginia, or any regulation of the board.

Board's 2001 Regulations provides:

18 VAC 50-22-200. Revocation or suspension; fines.

The board may require remedial education, revoke or suspend a license or fine a licensee when a licensee has been found to have violated or cooperated with others in violating any provision of Chapter 11 (§ 54.1-1100 et seq.) of Title 54.1 of the Code of Virginia, or any regulation of the board.

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

Background

On November 15, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Fernanda Best (Best) regarding a contract entered into with Residential Construction Services LLC (Residential Construction).

Best received a quote from Residential Construction, in the amount of \$4,800.00, to install a single unit air conditioning system at 2001 Seward Drive, Hampton, Virginia. Best asked Residential Construction for a price of a dual zoned system. Best received a quote from Residential Construction, in the amount of \$6,200.00, to install a dual zoned air conditioning system.

On August 11, 1999, Best entered into a written contract Residential Construction, in the amount of \$4,800.00, to install the air conditioning unit for the upstairs and all duct work (phase one of a two phase HVAC project) at the subject property.

In August 1999, Best paid Residential Construction a total of \$4,800.00.

In August 1999, Residential Construction commenced work on the August 11, 1999, contract. In the fall of 1999, Residential Construction completed the upstairs work.

On October 23, 2001, Best entered into a second written contract with Residential Construction, in the amount of \$2,900.00, to install the downstairs central air conditioning system at the subject property.

On October 24, 2001, Best paid Residential Construction \$1,600.00 by cash and check.

In November 2001, Residential Construction commenced work on the October 23, 2001, contract.

Summation of Facts

1. The August 11, 1999 contract used by Residential Construction in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (d) a "plain-language" exculpatory clause, and (h) contractor's name, address, license/certificate number, expiration date, and classification or specialty services.
2. The October 23, 2001 contract used by Residential Construction in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (d) a "plain-language" exculpatory clause, and (h) contractor's expiration date, and classifications or specialty services.
3. Between November 2001 and January 2003, Best made several attempts to contact Residential Construction regarding the completion of the work.
4. On March 5, 2002, Best and Residential Construction entered into a Memorandum of Agreement to complete the HVAC system by March 30, 2002, and upon completion and approved inspection, Best would pay Residential Construction \$650.00.
5. On March 11, 2002, Residential Construction returned to the subject property and began to install the furnace. Residential Construction told Best the work would be completed on March 13, 2002; however, Residential Construction failed to return and complete the work by March 13, 2002.
6. Between March 13, 2002 and April 2002, Best made several attempts to contact Residential Construction to request Residential Construction either complete the work or refund money for work not performed or performed in part.
7. Residential Construction failed to return to complete the following items:
 - a. ductwork installation,
 - b. gas connection installation,
 - c. gas wall heating,
 - d. operational check and testing, and
 - e. finishing work and debris clean up.
8. On February 11, 2002, in the City of Hampton General District Court, Best filed a Warrant in Debt, in the amount of a \$3,400.00, against Residential Construction for leaving the home exposed to the winter elements and failing to finish the work.

9. On April 4, 2002, in the City of Hampton General District Court, Best was awarded a \$3,400.00 judgment against Residential Construction. Residential Construction failed to satisfy the judgment.

The Board and Residential Construction Services LLC, as evidenced by the signatures affixed below, enter into this Consent Order. Residential Construction Services LLC 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, Residential Construction Services LLC acknowledges an understanding of the charges. Residential Construction Services LLC 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 May 1, 1999)

Residential Construction's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(9). During the IFF, Hardy provided copies of revised contracts. *Therefore, no monetary penalty shall be imposed.*

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

Residential Construction's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(9). During the IFF, Hardy provided copies of revised contracts. *Therefore, no monetary penalty shall be imposed.*

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

Residential Construction's failure to complete work contracted for and/or to comply with the terms in the contract is a violation of Board Regulation 18 VAC 50-22-260(B)(15). *Therefore, a monetary penalty of \$500.00 shall be imposed. However, the \$500.00 monetary penalty is waived if Hardy completes the work within 60 days of the effective date of the order and provides proof of satisfaction.*

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

Residential Construction'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)(16). *Therefore, a monetary penalty of \$1,000.00 shall be imposed. However, the \$1,000.00 monetary penalty is waived if Hardy completes the work within 60 days of the effective date of the order, satisfies the judgment awarded to Best and provides proof of satisfaction.*

Count 5: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001)

Residential Construction's failure to satisfy the judgment awarded to Best in the City of Hampton General District Court is a violation of Board Regulation 18 VAC 50-22-260(B)(28). Therefore, a monetary penalty of \$2,500.00 shall be imposed. However, the \$2,500.00 monetary penalty is waived if Hardy satisfies the judgment awarded to Best within 60 days of the effective date of the order and provides proof of satisfaction.

The above monetary penalties, costs or sanctions are to be paid/performed within thirty days of the effective date of this consent order. Residential Construction Services LLC 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, Residential Construction Services LLC 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.

Residential Construction Services LLC 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 Residential Construction Services LLC's license until such time as there is compliance with all terms of this Order. Residential Construction Services LLC 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:

Residential Construction Services LLC
t/a Residential Construction Services LLC

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

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

**RE: CLEO SCOTT
T/A POOR CLEE HOME IMPROVEMENT CONTRACTOR
LICENSE NUMBER: 2705 039189**

FILE NUMBER: 2004-01000

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 3, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Cleo Scott, t/a Poor Clee Home Improvement Contractor, on April 28, 2004. The following individuals participated at the conference: Cleo Scott, Respondent; Jennifer Kazzie, Staff Member; and Ruth Ann Wall, presiding Board Member.

Background

On August 25, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Gary and Carol Saffell (the Saffells) regarding work performed by Cleo Scott (Scott), t/a Poor Clee Home Improvement Contractor.

On June 26, 2003, the Saffells entered into a written contract with Poor Clee's Complete Home Improvement's Remodeling & Building, in the amount of \$4,000.00, to remove and replace a ceiling and six poles on the front porch at 20032 Crosskeys Road, Newsoms, Virginia. The contract was signed for by Cleo Scott.

On July 3, 2003, Scott commenced work.

On August 29, 2003, a review of the licensing records for the Board for Contractors revealed Scott was issued Class C Contractor's license number 2705039189 on June 10, 1997.

Summation of Facts

1. Scott failed to operate in the name in which the license was issued.
2. The contract used by Scott in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (d) a "plain-language" exculpatory clause, (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 address, license number, expiration date, class of license, and classifications or specialty services.

3. Scott failed to obtain a permit prior to the commencement of work, in violation of Section 109 of the Uniform Statewide Building Code.
4. On July 7, 2003, the Saffells determined the paneling materials used did not match the existing paneling materials. The Saffells asked Scott to purchase the same or comparable paneling materials before proceeding with the work.
5. Scott told Carol Saffell that he could not obtain the same paneling materials. Scott stopped performing work and told Carol Saffell to call him later after she discussed the problem with her husband. On July 7, 2003, the Saffells contacted Scott and told Scott not to return because the Saffells were going to talk to their lawyer.
6. No agreement was reached regarding the paneling materials, and no further work was done. The last day Scott performed work on the subject property was July 7, 2003.
7. Scott failed to return to complete the following items:
 - f. ceiling installation,
 - g. replacement of 6 pillars on the front porch, and
 - h. clean up debris.
8. On June 26, 2003, Saffell paid Scott \$2,000.00 by check.
9. On July 21, 2003, the Saffells sent Scott a letter requesting Scott return funds received because Scott walked off the job.
10. On August 8, 2003, in the Franklin City General District Court, the Saffells filed a Warrant in Debt, in the amount of \$2,000.00, against Scott.
11. On September 8, 2003, in the Franklin City General District Court, the Saffells were awarded a \$2,000.00 judgment against Scott.
12. Scott failed to satisfy the judgment awarded to the Saffells.
13. During the IFF, Scott provided a copy of a letter to the Saffells dated April 22, 2004, which indicates that Scott agrees to refund the Saffells the monies owed them within three months beginning in June of 2004.

Conclusion and Recommendation

Based upon the record and information provided at the IFF, it appears that Scott was unaware that he was in violation of any Board Regulations and intends to work in the name in which the license was issued.

Count 1: 18 VAC 50-22-230(A) (Effective January 1, 2003)

Scott's failure to operate under the name in which the license is issued is a violation of Board Regulation 18 VAC 50-22-230(A). Therefore, I recommend that a monetary penalty of \$50.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Scott's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$50.00 be imposed.

Count 3: 18 VAC 50-22-260(B)(6) (Effective January 1, 2003)

Scott's failure to obtain the required permit prior to the commencement of 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 \$100.00 be imposed.

Count 4: 18 VAC 50-22-260(15) (Effective January 1, 2003)

Scott's failure to complete work contracted for and/or 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.

Count 5: 18 VAC 50-22-260(B)(16) (Effective January 1, 2003)

Scott'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)(16). Therefore, I recommend that a monetary penalty of \$200.00 be imposed.

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

Scott's failure to satisfy the judgment awarded to the Saffells in the Franklin City General District Court is a violation of Board Regulation 18 VAC 50-22-260(B)(28). Therefore, I recommend that a monetary penalty of \$200.00 be imposed.

By:

Ruth Ann Wall
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 039189 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

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

BOARD FOR CONTRACTORS

**RE: DAVID'S HOME IMPROVEMENTS, INC.
LICENSE NUMBER: 2705 073274**

FILE NUMBER: 2004-00925

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 3, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David's Home Improvements, Inc., on April 26, 2004. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Ruth Ann Wall, Presiding Officer. No one from David's Home Improvements, Inc. appeared at the IFF.

Background

On August 21, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Perry Gaskins (Gaskins) regarding a contract entered into with David's Home Improvements Inc. (David's).

On October 30, 2002, Gaskins entered into a written contract with David's, in the amount of \$16,200.50, to perform renovation work and finish a basement at 9316 Cougar Court, Manassas Park, Virginia.

On October 30, 2002, Gaskins paid David's a down payment of \$11,340.35 by check.

On December 3, 2002, David's commenced work.

On March 12, 2004, a review of the licensing records of the Board for Contractors revealed David's was issued Class C Contractor's license number 2705056983 on July 31, 2000. The records further revealed license number 2705056983 was revoked permanently on December 1, 2003.

On March 12, 2004, a review of the licensing records of the Board for Contractors revealed David's was issued Class B Contractor's license number 2705073274 on February 6, 2003.

Summation of Facts

1. The contract specified "Time of Completion 55 business days from signing of contract. The work to be performed under this contract shall be commenced on or before ? November 1, 2002."
2. Between February 2003 and August 2, 2003, David's continued to perform work at the subject property.
3. David's failed to use a written change order for a modification to the estimated completion date.
4. In January 2003, Gaskins asked David's about the permits. According to Gaskins, David's told Gaskins that David's forgot to get the permits.
5. On February 5, 2003, Gaskins requested David's obtain the permits.
6. By April 11, 2003, David's obtained the permits.
7. In a written response received December 8, 2003, David Chergosky (Chergosky) of David's stated that after returning from North Carolina on personal business, he noticed the sheetrock was already on the walls and finished.
8. David's failed to obtain permits prior to performing work at the subject property.

9. As of January 2003, David's completed the framing and electrical wiring and substantially completed the drywall.
10. Between April 2003 and July 2003, David's showed up intermittently to perform work at the subject property.
11. On July 7, 2003, Gaskins called David's and asked when the basement would be finished. David's told Gaskins the basement would be finished in three weeks.
12. The week of July 13, 2003, David's failed to perform work at the subject property.

13. On July 18, 2003, Gaskins called David's and told David's that Gaskins expected the basement to be finished by July 25, 2003. David's returned Gaskins call and told Gaskins that David's would paint and install flooring the week of July 27, 2003. David's completed the painting and flooring.

14. David's also told Gaskins that the electrician would finish the work on August 2, 2003. On August 2, 2003, an electrician came to the subject property and worked an hour.

15. On August 5, 2003, Gaskins called David's and notified David's that Gaskins was terminating David's and was going to hire another contractor to finish the basement.

Conclusion and Recommendation

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

David's failure to obtain a written change order for a modification to the estimated completion date is a violation of Board Regulation 18 VAC 50-22-250(B)(31). Therefore, I recommend that a monetary penalty of \$200.00 be imposed.

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

David's failure to obtain permits prior to performing work at the subject property is a violation of Board Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$250.00 and license revocation be imposed.

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

David's failure to complete work contracted for is a violation of Board Regulation 18 VAC 50-22-250(B)(15). Therefore, I recommend that a monetary penalty of \$500.00 and license revocation be imposed.

By:

Ruth Ann Wall
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 073274 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

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

**RE: DAVID'S HOME IMPROVEMENTS, INC.
LICENSE NUMBER: 2705 073274**

FILE NUMBER: 2004-02671

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 3, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David's Home Improvements, Inc., on April 26, 2004. The following individuals participated at the conference: Samuel F. Banks, Complainant; Constance Banks, Witness; Jennifer Kazzie, Staff Member; and Ruth Ann Wall, Presiding Officer. No one from David's Home Improvements, Inc. appeared at the IFF.

Background

On January 5, 2004, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Sam Banks (Banks) regarding a contract entered into with David's Home Improvements Inc. (David's).

On November 26, 2003, Banks entered into a written contract with David's, in the amount of \$2,800.00, to paint, power wash, repair drywall, remove tile, install subfloor, install tile, install cabinets and vanity, remove medicine cabinet and repair drywall, and install vanity top at 2159 Wessex Court, Woodbridge, Virginia.

Summation of Facts

1. The contract used by David's failed to contain subsections: (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 regarding local requirements for building permits, inspections and zoning, and (h) contractor's license expiration date, classifications or specialty services.
2. The contract specified "CONTRACTOR shall complete all labor within approximately 15 business days from signing of commence date." The contract further specified "The work to be performed under this contract shall commence on or before DEC1, 2003."
3. On November 26, 2003, Banks paid Reber Chergosky, the wife of the President of David's, \$1,400.00 by check.
4. On December 1, 2003, David's commenced the work.
5. On December 18, 2003, David's requested Banks pay the final payment and assured Banks the painting and repairs would be completed that day. Banks paid David's the final payment.
6. On December 18, 2003, David's failed to complete the painting and repairs as promised. Banks made several attempts to contact David's regarding the incomplete work.
7. As of December 22, 2003, David's failed to complete the following items:
 - Toilet paper holder not secure
 - Rough area around towel bar. Plus lines in paint behind towel bar.
 - Paint on molding
 - Area next to toilet needs to be painted
 - Area in back of shower needs painting
 - Rough edges above side tile molding. Also paint on molding
 - Jagged cuts in tile near door opening
 - Cracked tile (towel bar in shower)
 - Paint on siding around garage door
 - Corner of countertop for sink closest to toilet not secure
 - Caps over studs on toilet not put back on
 - Touch up painting on trim outside. Remove paint for siding.
8. On December 24, 2003, David's contacted Banks and told Banks that David's would return on December 26, 2003. Banks requested David's only perform work after 3:00 p.m. On December 29, 2003, David's returned to the subject property and made no mention of the incomplete work.
9. David's failed to return money paid for work not performed or performed only in part.

Conclusion and Recommendation

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

David's failure to make use of a written contract which contains the minimum requirements 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.

Count 2: 18 VAC 50-22-260(B)(14) (Effective January 1, 2003)

David's unjustified cessation of work under the contract for a period of 30 days or more is a violation of Board Regulation 18 VAC 50-22-260(B)(14). Therefore, I recommend that a monetary penalty of \$500.00 and license revocation be imposed.

Count 3 18 VAC 50-22-260(B)(16) (Effective January 1, 2003)

David's retention or misapplication of 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)(16). Therefore, I recommend that a monetary penalty of \$500.00 and license revocation be imposed.

By:

Ruth Ann Wall
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 073274 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

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

**RE: DAVID'S HOME IMPROVEMENTS, INC.
LICENSE NUMBER: 2705 073274**

FILE NUMBER: 2004-02966

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 3, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David's Home Improvements, Inc., on April 26, 2004. The following individuals participated at the conference: Michael and Deborah Moscoso, Complainants; Jennifer Kazzie, Staff Member; and Ruth Ann Wall, Presiding Officer. No one from David's Home Improvements, Inc. appeared at the IFF.

Background

On January 27, 2004, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Michael and Deborah Moscoso (the Moscosoes) regarding a contract entered into with David's Home Improvements Inc. (David's).

On August 29, 2003, the Moscosoes entered into a contract with David's, in the amount of \$16,000.00, to perform renovations and finish a basement at 5114 Olivia Way, Dumfries, Virginia.

On August 29, 2003, the Moscosoes paid David's \$8,000.00 by check.

On September 22, 2003, David's commenced work.

In the first week of October 2003, the Moscosoes contacted David's regarding the lack of work performed at the subject property and requested a refund of the money paid. David's assured the Moscosoes the work would be completed.

The week of October 7, 2003, David's failed to perform work at the subject property.

On October 18, 2003, David's told the Moscosoes that David's would be at the subject property every day next week to complete the framing. As of October 21, 2003, David's failed to complete the framing.

On November 14, 2003, the Moscosoes paid David's \$4,000.00 by check.

David's verbally told the Moscosoes the project would be completed by Thanksgiving. In December 2003, David's told the Moscosoes the project would be completed by Christmas. On December 20, 2003, David's told the Moscosoes the project would not be completed by Christmas and agreed to complete the project by January 11, 2004.

Summation of Facts

1. The contract used by David's in the transaction failed to contain subsections: (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 regarding local requirements for building permits, inspections and zoning, and (h) contractor's license number, expiration date, classifications or specialty services.
2. The contract specified "CONTRACTOR shall complete all labor within approximately 90 business days from signing of commence date." The contract further specified ""The work to be performed under this contract shall commence on or before 9/22/03."
3. Chergosky failed to use a written change order for the modification to the estimated completion date.
4. David's last performed work at the subject property on January 8, 2004.
5. The Moscosoes notified David's, in writing, that the Moscosoes were dissatisfied with the services provided by David's and that David's should not return to the subject property until contacted by the Moscosoes regarding further action.
6. David's failed to complete or correct the following items:
 - Framing done improperly in several areas
 - Walls not plumb, not level, bow out in several places, not properly screwed, and crooked
 - Ductwork does not provide airflow
 - Ceiling has several places through basement that was not properly secured
 - Repair security system that was damaged during construction
 - Old lighting not removed or capped
 - Walled over a heating damper
 - No intake registers for heating system
 - Wall plugs in rear room not cut correctly.

7. David's failed to refund money received for work not performed or performed only in part.
8. On February 18, 2004, Investigator Morgan T. Moore, the Board's agent, made a written request to David's at the address of record of 12934 Harbor Drive, Suite 111, Woodbridge, Virginia 22192, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by March 12, 2004.
9. As of March 15, 2004, David's refused or failed to respond to the Board's agent.

Conclusion and Recommendation

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

David's failure to make use of a written contract which contains the minimum requirements 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.

Count 2: 18 VAC 50-22-260(B)(31) (Effective January 1, 2003)

David's failure to obtain a written change order for the modification to the estimated completion date is a violation of Board Regulation 18 VAC 50-22-260(B)(31). Therefore, I recommend that a monetary penalty of \$200.00 be imposed.

Count 3: 18 VAC 50-22-260(B)(14) (Effective January 1, 2003)

David's unjustified cessation of work under the contract for a period of 30 days or more is a violation of Board Regulation 18 VAC 50-22-260(B)(14). Therefore, I recommend that a monetary penalty of \$500.00 and license revocation be imposed.

Count 4: 18 VAC 50-22-260(B)(16) (Effective January 1, 2003)

David's retention or misapplication of 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)(16). Therefore, I recommend that a monetary penalty of \$500.00 and license revocation be imposed.

Count 5: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

David's failure to respond to an investigator seeking information in the investigation of a complaint filed with the board is a violation of Board Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$500.00 and license revocation be imposed.

By:

Ruth Ann Wall
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 073274 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

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

**RE: DAVID'S HOME IMPROVEMENTS, INC.
LICENSE NUMBER: 2705 073274**

FILE NUMBER: 2004-02568

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 3, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David's Home Improvements, Inc., on April 26, 2004. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Ruth Ann Wall, Presiding Officer. No one from David's Home Improvements, Inc. appeared at the IFF.

Summation of Facts

On November 20, 2003, the Board for Contractors revoked David's Home Improvements Inc.'s Class C Contractor's license number 2705056983.

On December 31, 2003, a review of the licensing records of the Board for Contractors revealed David's Home Improvements Inc. (David's) was issued Class C Contractor's license number 2705056983 on July 31, 2000 and revoked permanently on December 1, 2003. The records further revealed D. Chergosky, individual certificate number 2706107350, was the Responsible Management for license number 2705056983.

On January 5, 2004, a review of the licensing records of the Board for Contractors revealed David's was issued Class B Contractor's license number 2705073274 on February 6, 2003. The records further revealed D. Chergosky, individual certificate number 2706107350, was the Designated Employee, Qualified Individual, and Responsible Management for license number 2705073274.

Conclusion and Recommendation

Count 1: § 54.1-1110 (Effective January 1, 2003)

I find that Chergosky's action of acting as the Designated Employee, Qualified Individual, and Responsible Management for Class B license number 2705-073274 in the name of David's Home Improvements, Inc. after acting as the Responsible Management for Class C license number 2705 056983 in the name of David's Home Improvements, Inc. who's license was revoked by the Board on or about November 20, 2003 establishes substantial identity of interest.

I recommend the sanction of license revocation pursuant to § 54.1-1110.

By:

Ruth Ann Wall
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 073274 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: Ruth Ann Wall
2. Title: Presiding Officer
3. Agency: Board for Contractors
4. Transaction: Informal Fact-Finding Conferences on June 3, 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.

Ruth Ann Wall
Signature

6-03-2004
Date