



June 29, 2020

Sent via: CERTIFIED LETTER & 1st CLASS MAIL

Mr. John Kurutz
R.O.V.B., Inc.
845 Old Dixie Highway
Vero Beach, FL 32960

**Re: Notice of Hearing
Contractor Complaint – 1714 Frances Ct.**

Dear Mr. Kurutz:

This pertains to the complaint submitted to the City of Fort Pierce against you, as a contractor, in the above-referenced case and provides you with notice of the hearing that has been scheduled on such complaint. The item has been forwarded to the Board for hearing **9:00 A.M., July 14, 2020, in the City Commission Chambers on the first floor of City Hall.**

The Respondent may be represented by counsel at the hearing, may present relevant evidence, and will be given an opportunity to cross examine witnesses. A copy of the Rules of Procedure for Disciplinary Matters for the Fort Pierce Board of Examiners of Contractors and a copy of the meeting packet may be obtained upon request from the Building Department.

We encourage you to attend; however we understand the public's health concerns. Should you prefer not to appear in person, please contact us at the number below so that special arrangements can be made.

If you have any further questions, please call my assistant at (772) 467-3188.

Sincerely,

Shaun Coss, CFM
Building Department Coordinator

SC/km
Enclosures

C (via email): Paul Thomas, CBO, CFM, Building Official
Linda Cox, City Clerk
Board Attorney – Tanya Earley
Contractor's License File
Complainant



May 21, 2020

Sent via: CERTIFIED LETTER & 1st CLASS MAIL

Mr. John Kurutz
R.O.V.B., Inc.
845 Old Dixie Highway
Vero Beach, FL 32960

**Re: Notice of Hearing
Contractor Complaint – 1714 Frances Ct.**

Dear Mr. Kurutz:

This pertains to the complaint submitted to the City of Fort Pierce against you, as a contractor, in the above-referenced case and provides you with notice of the hearing that has been scheduled on such complaint. The item has been forwarded to the Board for hearing **9:00 A.M., June 9, 2020, in the City Commission Chambers on the first floor of City Hall.**

The Respondent may be represented by counsel at the hearing, may present relevant evidence, and will be given an opportunity to cross examine witnesses. A copy of the Rules of Procedure for Disciplinary Matters for the Fort Pierce Board of Examiners of Contractors and a copy of the meeting packet may be obtained upon request from the Building Department.

We encourage you to attend; however we understand the public's health concerns. Should you prefer not to appear in person, please contact us at the number below so that special arrangements can be made.

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Complainant



THE SUNRISE CITY
FORT PIERCE
 BUILDING DEPARTMENT
Florida

CONTRACTOR COMPLAINT AFFIDAVIT

****Complaints against State Certified Contractors must be filed with the State of Florida, Department of Business and Professional Regulations. This form may only be used for Registered and Local Specialty Contractors.****

Person or company complaint is against: R.O.V.B. - John Kurutz
 Address of alleged offense: 1714 Frances Ct., Fort Pierce

Made by: Alan W. Haley (Mr.) (Mrs.) (Ms.)
Louise Cholette-Haley Address: P.O. Box 1432
 City: Vero Beach, FL 32968
 Home Phone: _____
 Work/Cell 561-302-3393 Phone: _____

Email Address: ahaley.52@gmail.com

BEFORE ME, the above signed authority, personally appeared to file a complaint against:

Name _____ of _____ Person _____ and/or _____ Company: _____
 Phone _____

Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

In detail, clearly state your complaint below: (Please include any contracts, bills, cancelled checks, correspondences, etc.)

Contractor has failed to complete work in a timely manner or satisfactory manner and has not acted in good faith. We signed a contract on 12/20/2018 to build a custom home (approx 2300 sq ft) for \$350,000. The floor plan was approved by us 2/9/2019. An email from John Kurutz dated 5/3/2019 stating that he was not predicting that our house would not be complete on time but offering a cousin's house to rent and that the permit package is ready to go (was not submitted for another 6 weeks (6/23/2019) Permit application is rejected with the worst rejection from a letter from the city stating the permit was submitted under proposed not current flood plain regulations. ROVB and his engineer missed final elevation by 3 1/2 feet.

I have paid \$ 103,886.00 to:

RECEIVED

APR 21 2020

Building Department

Continue to next page to fill out alleged charges.

There is a Residential Plans Checklist available from the City of Fort Pierce, had this checklist been followed it would not have taken 9 months to go from an approved floor plan to an issued building permit. When the contract was signed it was agreed that to control costs 3 bids would be gotten for all cost centers. We never received 3 bids for any work and most were only solicited from family (Commerce Glass, Barker Air Conditioning) and friends. We believe that there were 2 reasons why multiple bids were never pursued

- 1.) Lack of commitment or effort.
- 2.) Not in ROVB's interest to build the house at a lower cost (contract is cost plus 20%)

~~As of January~~

In December we visited the home site (12/27/19) and there were 18 dump truck loads of fill placed in the foundation footprint, over 5' tall.

We had a detailed discussion with John and his superintendant on how the fill was going to be placed and compacted, and we agreed on 12" lifts. When I called and asked John how he was going to compact that in 12" lifts he started yelling at me saying he didn't need a "Monday morning quarterback" and stated that this wasn't going to work between us. I stated that since we are the owners and are paying the bills that we have a right to question why he is not doing what he said he was going to do. Because of this a large vibratory roller had to be rented at a cost to us of almost \$1,500 to pass compaction testing.

As of January 13, 2020 (almost 13 months after signing a contract) we had a stem wall installed on one side of property, fill to grade minus finished floor and rough plumbing.

We terminated our contract at that point.

At that point John Kurutz presented us with an invoice for work not performed for the total project.

When we said we would pay for the work completed to that point we received a letter the Kirwin Norris law firm threatening a lien.

A lien has been placed on our property

As of a 11/8/19 spreadsheet given to us by John Kurutz showed that our \$350,000 house had ballooned to over \$492,000 not including his 20% commission.

The Checked boxes specify the charges being brought against the above named contractor under the Fort Pierce Code of Ordinance, Section 5-52:

- (1) Obtaining a certificate by fraud or misrepresentation.
- ✓ (2) Committing fraud or deceit in the practice of contracting.
- ✓ (3) Committing incompetency or misconduct in the practice of contracting.
- (4) Committing gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property.
- (5) Abandoning a construction project in which the contractor is engaged or under contract as a contractor. (A project may be presumed abandoned after ninety days if the contractor terminates the project without just cause or without proper notification to the owner, including the days.)
- ✓ (6) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer. Financial mismanagement or misconduct occurs when:
 - (a) Valid liens have been recorded against the property of a contractor's customer for supplies or services ordered by the contractor for the customer's job; the contractor has received funds from the customer to pay for the supplies or services; and the contractor has not had the liens removed from the property, by payment or by bond, within seventy- five (75) days after the date of such liens;
 - (b) The contractor has abandoned a customer's job and the percentage of completion is less than the percentage of the total contract price paid to the contractor as of the time of abandonment, unless the contractor is entitled to retain such funds under the terms of the contract or refunds the excess funds within thirty (30) days after the date the job is abandoned.
 - (c) The contractor's job has been completed, and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.
- ✓ (7) Substantial departure from, or disregard, of plans or specifications without consent the owner or his duly authorized representative;
- (8) Knowingly or deliberately disregarding or violating any applicable building codes or laws of the state, county or city;
- (9) Willfully and deliberately engaging in a type or class of contracting for which the contractor is not licensed or registered;
- (10) Being disciplined by any other municipality or county;
- (11) Failing to actively supervise construction projects for which the contractor has applied for and obtained a building permit; or for projects for which the contractor is, by contract; responsible;
- (12) Contracting with persons or firms not having a certificate or competency issued by the city for work or services to be performed within the city when said persons or firms are required by this chapter to possess such a certificate of competency in order to perform the contracted work or services;
- (13) Proceeding on any job without obtaining the applicable building department permits and inspections.
- (14) Being convicted or found guilty, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting.
- (15) Knowingly combining or conspiring with an uncertified or unregistered person by allowing his certificate or registration to be used by the uncertified or unregistered person with intent to evade the provision of this code. When a certificate holder or registrant allows his certificate or registration to be used by one (1) or more business organizations without having any active participation in the operations, management, or control of such business organizations, such act constitutes prima facie evidence of an intent to evade the provisions of this Code.

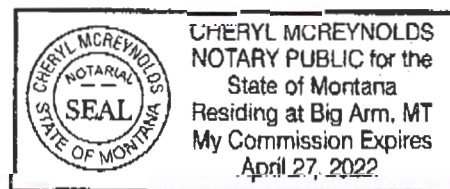
Type of action being requested of the Board (Note: If seeking a refund, this would be a civil matter.)

Termination, or suspension of contractors license.

Alan W. Haley
Signature

SWORN TO AND SUBSCRIBED BEFORE ME this 20 day of April, 2020.

Notary Signature: Cheryl McReynolds



March 20, 2020

RECEIVED

MAR 23 2020

**City of Fort Pierce
Building Department**

City of Fort Pierce Building Department
100 N US #1
Fort Pierce, Florida 34950

RE: Subject: JOHN A. KURUTZ
Case Number: 2020-013964

Dear City of Fort Pierce Building Department:

Enclosed, please find a copy of a complaint received by the Department of Business and Professional Regulation. A review of the complaint information determined that the Division of Regulation does not oversee the specified licensee; therefore, we are forwarding your office for review and any action deemed necessary.

The complainant is being notified that this matter is being referred to your office. Please feel free to contact us if you have any questions. Thank you for your assistance.

Sincerely,



Stephanie Hofmann
Senior Consumer Service Analyst
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399-0784
Phone: 850.488.6603
Fax: 850.921.2124

ENCLOSURE

CTUB

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

Please submit to the appropriate address on Page 9.

RECEIVED

Any investigation or administrative proceeding brought by the Department against the subject of your complaint will rely upon the information you provide to the Department. All allegations and supporting documentation **MUST** be provided to the Department at this time.

DBPR/REG-TALL

COMPLAINANT INFORMATION				
Last Name	First	Middle	Title	Suffix
Haley	Alan	Wayne		
Your Company/Occupation				
Retired				
MAILING ADDRESS				
Street Address or P.O. Box				
P.O. Box 1432				
City		State	Zip Code (+4 optional)	
Vero Beach		FL	32968-1432	
County (if Florida address)		Country		
Indian River		USA		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		
561-302-3393		561-302-3511		
Primary E-Mail Address				
ahaley.52@gmail.com				
Unlicensed Activity Complaint? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/>				
COMPLAINT DESCRIPTION				
<p>Contractor has failed to complete work in a timely, satisfactory manner and has not acted in good faith.</p> <p>Signed a contract on 12/20/2018 to build a custom home (2300 sq ft.) for \$350,000.</p> <p>Floor plan was approved by us on 2/4/2019, permit application was submitted until 6/23/2019 and was rejected 4 times, once in late August because the permit was applied for under PROPOSED flood plan regulations. Nine months after we signed the contract.</p> <p>Permit was finally issued on 11/15/2019 almost one year after we signed the contract.</p>				

Attach additional sheets as necessary.

PRIVATE ATTORNEY FOR COMPLAINANT (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		

SUBJECT OF COMPLAINT				
Last Name	First	Middle	Title	Suffix
Kurutz	John			
License Number (if known) 19-00030616 RR282811695				
Company/Occupation R.O.V.B., Inc.				
MAILING ADDRESS				
Street Address or P.O. Box 845 Old Dixie Hwy				
City Vero Beach		State FL	Zip Code (+4 optional) 32960	
County (if Florida address) Indian River		Country USA		
CONTACT INFORMATION				
Primary Phone Number 772-217-2693		Primary E-Mail Address John@ROVB.net		
RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)				
Street Address				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		

PRIVATE ATTORNEY FOR SUBJECT OF COMPLAINT (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		

WITNESS (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		

WITNESS (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		

I affirm that I have provided the above information completely and truthfully to the best of my knowledge.

Complainant Sign Here: John W. Haley Date: 3/3/2020

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

NOTE – This form must be submitted as part of an
application packet

APPLICANT INFORMATION				
Last Name	First	Middle	Title	Suffix
Haley	Alan	Wayne		

EXPLANATION
<p>Contract signed 12/20/2018 for \$350,000 Floor plan agreed upon 2/4/2019 (e-mail attached) We were told we would be in our new home by Christmas 2019. We planned accordingly. Meeting on 2/21/19 to approve floor plan (e-mail) May 3rd e-mail "not predicting" house won't be built on time, but offering a cousin's house for rent, also states on 5/3/19 that permit package is ready to go (not submitted for another 6 weeks) Permit application is rejected 4 times (attached) Item on 10/7/19 rejection is item #3 on 9/17/2019 rejection There is a simple "Residential Plans Checklist" available from the City of Fort Pierce, had this been used the house would most likely be complete. As of January 13th we are/were at rough plumbing. Terminated contract at that point. At that point contractor presented us with an invoice for work not performed. When we said we would pay for the work done to that point we received a letter from the Kirwin Norris law firm and threatening a lien on our property.</p>

Legal back and forth letters included.

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION
Division of Regulation/Compliance
Consumer Services
2601 Blair Stone Road
Tallahassee, FL 32399 – 0762**

**NOTE – This form must be submitted as
part of an entire packet.**

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, at 850.487.1395.

WORK-SITE STREET ADDRESS			
Street Address 1714 Frances Ct.			
City Fort Pierce	State FL	Zip (+4 optional) 34948	County St. Lucie

CONTRACTOR COMPLAINT QUESTIONS	
I am complaining in my capacity as a:	
<input checked="" type="checkbox"/> Homeowner <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	<input type="checkbox"/> Building Department <input type="checkbox"/> Contractor <input type="checkbox"/> Owner of Commercial Structure <input type="checkbox"/> Other: _____
Select the category that best summarizes the work the contractor did for you or that you were involved in:	
<input type="checkbox"/> Built house <input type="checkbox"/> Remodeled house <input type="checkbox"/> Air-conditioning or heating work at house <input type="checkbox"/> Re-roofed or repaired part of the roof of a house <input type="checkbox"/> Built residential pool <input type="checkbox"/> Plumbing work	<input type="checkbox"/> Built addition to house <input type="checkbox"/> Built commercial structure <input type="checkbox"/> Remodeled or built addition to commercial structure <input type="checkbox"/> Commercial roof work <input type="checkbox"/> Electrical work <input type="checkbox"/> Other: <u>New construction not finished.</u>
Please select the categories below that best describe your basic complaint:	
<input type="checkbox"/> Poor workmanship by contractor <input type="checkbox"/> Job finished, but contractor will not correct problems <input type="checkbox"/> Roof leaks; contractor will not repair <input type="checkbox"/> Contractor failed to pay subcontractors/suppliers <input checked="" type="checkbox"/> Contractor taking unreasonably long time to do the job <input type="checkbox"/> Contractor abandoned job <input checked="" type="checkbox"/> Financial dishonesty/misconduct by contractor	

FINANCIAL QUESTIONS	
1. Was your contract in writing? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
2. What was your contract price? \$	350,000.00
3. What was the contract execution date?	12/20/2018
4. What was the work begin date? <u>12/13/19</u> What was the work end date? <u>unknown</u>	
5. What was the total amount paid to the contractor? \$	103,880.00
6. Have you had to pay subcontractors or suppliers directly? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
7. If you have paid subcontractors or suppliers directly, how much and why?	
8. Are there now unpaid bills owed to subcontractors or suppliers which contractor should have paid? Yes <input type="checkbox"/> No <input type="checkbox"/>	Unknown - Southern Plumbing claims \$5970
9. What is the total of such unpaid bills? \$	5970
10. Have you filed civil suit against a contractor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Have you obtained a judgment? Yes <input type="checkbox"/> No <input type="checkbox"/>	
11. Have any liens been filed? Yes <input type="checkbox"/> No <input type="checkbox"/>	
12. Did contractor sign any statements to the effect that all bills have been paid? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Spreadsheet, invoice and legal letters
13. Have you fired the contractor? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
14. Has the job now been completed by you or a new contractor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
15. What is the actual or estimated cost to finish the job if you hire another contractor?	\$350-\$400k

BUILDING CODE COMPLIANCE BY CONTRACTOR	
16. Was a permit required for the work that was to be completed by the contractor? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
17. If required, was a building permit obtained from the building department? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, what is the name of the building department? <u>City of Fort Pierce</u>
Permit Number <u>19-2255</u>	Date Issued <u>November 15, 2019</u>
18. Who pulled the permit? <u>R.O.V.B.</u>	
19. Was the permit obtained on time? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
20. Were any inspections missed or performed late? Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Not finished</u>
21. Did the site pass final inspection by the building department? Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Not finished</u>
22. If the site did not pass final inspection by the building department, explain why.	<u>Not finished</u>
23. Was a Certificate of Occupancy issued? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

WORKMANSHIP QUESTIONS	
24. Has the contractor offered to make repairs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
25. Has the contractor made attempts to make repairs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, how many times?	
26. Have you had any other licensed contractor, architect or engineer inspect the work? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

ATTESTATION STATEMENT REQUIRES SIGNATURE OF APPLICANT	
I affirm that I have provided the above information completely and truthfully to the best of my knowledge. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree (Florida Statute 827.09).	
Sign Here: <u>Clayton W. Haley</u>	Date: <u>3/3/2020</u>

Please mail the completed Uniform Complaint Form to the appropriate address below:

Board of Accountancy
240 N.W. 76th Drive, Suite A
Gainesville, Florida 32607

Division of Real Estate
400 Robinson Street
Orlando, Florida 32801

For the following professions:

Architecture & Interior Design
Asbestos Contractors and Consultants
Athlete Agent
Auctioneers
Barbers
Boxing, Kick Boxing and Mixed Martial Arts
Building Code Administrators & Inspectors
Child Labor
Community Association Managers and Firms
Construction Industry
Cosmetology
Electrical Contractors
Employee Leasing Companies
Farm Labor
Geologists
Harbor Pilots
Home Inspectors
Labor Organizations
Landscape Architecture
Mold-Related Services
Talent Agencies
Veterinary Medicine

Please mail the completed Uniform Complaint form

**to: Department of Business and Professional
Regulation
Division of Regulation/Compliance -Consumer
Services
2601 Blair Stone Rd
Tallahassee, Florida 32399-0782**

Alan and Louise Haley
2550 Crossroads Parkway
Fort Pierce, FL 34945

February 7, 2020

John Kurutz
ROVB Inc
845 Old Dixie Hwy.
Vero Beach, FL 32960
772-217-2693

RE: Notice of Termination

Dear Mr. Kurutz:

This is a follow up certified letter to our telephone conversation on January 09th, 2020, where we verbally terminated our contract with ROVB Inc and asked that all work at the address of 1714 Frances Court, cease and desist immediately due to extremely poor performance and a disrespectful attitude.

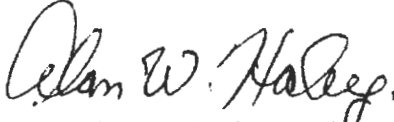
A letter sent to you Mr. Kurutz and your company ROVB Inc on January 31, 2020 from our lawyer Mr. Gallese in response to a letter sent to us by your lawyer Mr. Mickley on January 23rd, 2020, explains many but not all of the issues that caused us to terminate our agreement with ROVB Inc.

Some of the issues mentioned in the letter from our lawyer were:

- 1) We signed a contract on 12/20/2018 and we were told by Mr. Kurutz that he would be able to get us into our new home by Christmas 2019. More than one year later we are barely 1% into the project.
- 2) Our agreed budget was to be \$350,000. The last cost updates from Mr. Kurutz, were at more than \$525,000.
- 3) We asked to get a minimum of three quotes from Subcontractors, none met that criteria, we received two quotes from two subcontractors, the remainder were quoted by only one subcontractor.
- 4) Contracts were signed and verbally agreed upon with subcontractors without our approval.

We started discussing our frustrations, the lack of urgency and the rising costs of our project with you many months ago and nothing improved.

The issues mentioned above and more have led us to terminate our contract.


Louise and Alan Haley

Contract

ROVB, Inc.

3351 Bridge Plaza Drive

Vero Beach, FL 32963

Office 772.217.2693 Fax 772.217.2694

TO: Alan & Louise Haley / cell561.302.3511

Date: 12-20-2018

1836 Berkshire Circle // lcholettehaley@gmail.com // ahaley.52@gmail.com

Vero Beach, FL 32968

Project: 1714 Francis Court Ft. Pierce, FL

TERMS: COST PLUS-- Deposit; then weekly draws as needed

ROVB, Inc. proposes the following: The construction of a new home of approximately 2,000-2,300 square feet under roof but will depend on final plans approved by homeowners. Drawings, Plans & Engineering to be completed by Seaside Engineering or our designee. The scopes of work are listed below but not limited to. The work is to be done as "Fixed Price" job but may be subject to change orders as work is agreed by owners to be done. Any changes or added scopes, fixtures, styles, grades of materials or workmanship may add to overall cost of construction. ROVB, inc. is not subject to any drastic changes to the market or industry that may affect material costs or anything that would be considered substantial in nature.

Custom Build for 2,000-2,300 SQ. Ft.--TBD Home & Swimming Pool

Build:

- a. County meetings, Subcontractor meetings, Permitting for construction etc.
- b. Survey & Engineering & Plans & Energy Calcs. & Locates
- c. Sitework, prep-work, irrigation, utilities
- d. Construction of new home/pool to include preliminary landscape designs
- f. Supervision of construction & all cleanup
- g. Jobsite to have port-o-let & dumpster there during entire project until C.O. obtained.

Owners to pay ROVB, inc. all draws unless approved in writing by ROVB, inc. to pay vendor direct. All subcontractors to be licensed & insured and copies of GL etc. to be kept on file. All insurance policies will list owners on policy.

****Any additional work added would be a written proposal and or verbal but must be a signed change order before work would be done. All added costs would be in addition to the estimated costs below.**

We propose to hereby furnish material, complete in

Accordance with above specifications for a total of: Approximate Build Cost \$350,000.

ROVB, Inc. Page 1/2

Initials X

ALH - ALWH

[Handwritten signature]

ROVB, Inc.

Upon completion of plans ROVB, inc. will price out the project and will create budgets according to the designs and square footage.

Please allow 10-12 weeks for permitting process after plans are submitted to building dept.. Application will be made as soon as plans are approved.

CK # 2080 Rec. 12/20/18

Deposit--\$30,000.00 Includes all preliminary meetings, design-build plans, sitework and Engineering required. W/ΔC - # 23,880⁰⁰

Const. Draw--\$ 50,000.00 per. Const. Draw--\$ _____

Const. Draw--\$ _____ Const. Draw--\$ _____

Const. Draw--\$ _____ Const. Draw--\$ _____

** Invoices due upon receipt to ROVB, Inc. or homeowner. All invoices are to be paid when submitted. No retainages unless agreed upon by ROVB, inc.

ACCEPTANCE OF PROPOSAL/CONTRACT – the above prices, specifications and conditions are satisfactory and are hereby accepted. Your signature below authorizes ROVB, Inc. to do the work as specified. Payments will be made as follows: NON-REFUNDABLE deposit is required prior to ordering services or materials. See terms above; 1.5% interest charged after 30 days; absolutely NO RETURNS on ordered materials. Any alteration to deviation from specifications above involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon weather, strikes, accidents or delays beyond our control. In the event it becomes necessary for ROVB, Inc. to institute an action to collect amounts due pursuant to this agreement, Client shall be responsible for all legal fees and costs incurred by ROVB, Inc. incident to said action. By signing you are agreeing to this agreement/work order and are authorizing ROVB Inc. to act on your behalf in good faith to complete work in a satisfactory & timely manner.

Deanne Charlotte Haley
Signature

12/20/18
Date

Alan W. Haley

RR# 282811695
ROVB.net

12/20/18

Page 2/2

Accepted *John [Signature]* / Pres.



THE SUNRISE CITY
FORT PIERCE
 BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
 P.O. BOX 1480, FORT PIERCE, FLORIDA 34954
 772-467-3725 FAX: 772-467-3849

PLAN REVIEW COMMENTS

Revision 8/30

DATE: 8/9/19
 PERMIT #: 19-2255
 OWNER: M/M HALEY
 CONTRACTOR: ROVB INC.
 PROJECT ADDRESS: 1714 FRANCIS CT.

Revisions: A Narrative and /or Cover Letter from the Architect/Engineer addressing each revision shall accompany all revisions submitted for plan review. The Narrative and/or Cover letter must:

- Answer each plan review comment.
- Indicate the sheet that the revision is on.
- The revised sheets that are re-submitted for plan review must have the revisions clouded



1. Sheet S-1 Section reference at bearing garage wall indicates non-bearing wall detail C. Please clarify
2. Please show appliance and panel protection in garage complying with FBC R1307.3.1
3. Please note if water heater is gas, or show in EL load calcs.
4. Please show required smoke alarms complying with FBC R 314.
5. Please show CO2 alarms complying with FBC R315.
6. Please submit manufacturers truss lay out sheet, reviewed and approved by Design Professional.

REVISION FEES ARE REQUIRED AT THE TIME OF SUBMISSION AS FOLLOWS:

1ST REVISION	JOB VALUE UNDER \$5,000	\$ 25.00 PER PAGE
	JOB VALUE OVER \$5,000	\$ 50.00 PER PAGE
2ND REVISION	JOB VALUE UNDER \$5,000	\$ 50.00 PER PAGE
	JOB VALUE OVER \$5,000	\$100.00 PER PAGE
3RD REVISION	JOB VALUE UNDER \$5,000	\$100.00 PER PAGE
	JOB VALUE OVER \$5,000	\$200.00 PER PAGE
3rd REVISION OR MORE		4 TIMES PLAN REVIEW FEE ASSESSED
(IF ADDRESSING SAME DEFICIENCY/VIOLATION)		

Reviewed/Signed By: Ed Roseberry 467-3197

Fwd: 1714 FRANCIS COURT 18-551

1 message

ROVB, Inc. <john.rovb@gmail.com>
To: lcholettehaley@gmail.com, ahaley.52@gmail.com

Wed, Aug 28, 2019 at 5:33 PM

Let's discuss in morning. Call between 9-10am please.

John A. Kurutz
ROVB, inc
Cell 772.538.4000
Email: John@rovb.net
Website: rovb.net

PRIVACY STATEMENT: This electronic mail message and any attachments contain information intended for the exclusive use of the individuals or entities to whom it is addressed, and may contain information that is confidential, proprietary, legally privileged.

Begin forwarded message:

From: Kristie Kirstein <Kkirstein@cityoffortpierce.com>
Date: August 28, 2019 at 5:01:57 PM EDT
To: John Kurutz <john.rovb@gmail.com>
Cc: Edward Roske <edward@seasideengineers.com>
Subject: RE: 1714 FRANCIS COURT 18-551

Good afternoon John

As discussed on the phone, the referenced property is currently located in a special flood hazard area (SFHA) AE 8'. The code requires the main finish floor elevation to be at a minimum elevation of 9' (the garage may be below the base flood elevation as long as you have proper flood openings). The proposed maps may have this lot outside the SFHA however, we are not able to use the data from the proposed maps until they are in effect. If your application for construction is submitted prior to the proposed maps going into effect the finished floor elevation will need to be at least 9'.

Please keep in mind weather you use a slab on grade or a stemwall construction, you must keep runoff on your property, you can not all your runoff to impact your neighbors.

Please let me know if you have any other questions or concerns.

Tell us how we are doing! Customer Service is a Priority for the City of Fort Pierce. Please take a moment to complete our customer service survey by following this link: <http://www.cityoffortpierce.com>

Kristie Kirstein | CRS Coordinator | City of Fort Pierce

Phone: 772.467.3198 ☐ Fax: 772.467-3849 ☐ 100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)

<image001.png>

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

From: John Kurutz <john.rovb@gmail.com>
Sent: Tuesday, August 27, 2019 11:23 AM
To: Kristie Kirstein <Kkirstein@cityoffortpierce.com>
Cc: Edward Roske <edward@seasideengineers.com>
Subject: 1714 FRANCIS COURT 18-551
Importance: High

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to IT immediately.

Kirstein good morning, please see the email thread below. I have a few questions that I would like to get clarified if you would be so kind to call me @ 772.538.4000 and I will 3-way our Engineer into conversation.

Thank you in advance.

John A Kurutz
ROVB, Inc
john.rovb@gmail.com
Call 772.538.4000



Notice: This e-mail message is accountant privileged and confidential information covered by the Electronic Communications Privacy Act, 18 U.S.C. Sec. 2510-2521. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error and then delete it. Thank you.

From: Hayhurst Land Surveying
Sent: Tuesday, August 27, 2019 10:54 AM
To: Edward Roske

Cc: John Kurutz
Subject: Re: 1714 FRANCIS COURT 18-551

Correct Mr. Roske, that would put the Proposed Finished Floor at 9.0 feet. Please let me know if this is what you would like for me to report and I will finalize your site plan and run prints.

Tylyn Blanchard | Hayhurst Land Surveying, Inc.

445 9th Street S.W., Unit #7 | Vero Beach, Fl. 32962

Phone: 772.569.6680 | Fax: 772.770.3446

From: Edward Roske <edward@seasideengineers.com>
Sent: Tuesday, August 27, 2019 10:25 AM
To: Hayhurst Land Surveying <hayhurstls@live.com>
Cc: John Kurutz <john.rovb@gmail.com>
Subject: Re: 1714 FRANCIS COURT 18-551

If it is AE, then needs to be a min. 12" above BFE.

Edward Roske, PE, LEED AP | Principal Engineer

Seaside Engineers | (772) 202-8008

www.SeasideEngineers.com | edward@SeasideEngineers.com

----- On Tue, 27 Aug 2019 10:05:51 -0400 **Hayhurst Land Surveying**
<hayhurstls@live.com> wrote -----

That is based on a preliminary map that has not been published. If you want the floor at 7.0 feet I will leave it. However, our Survey map will still reflect the Published FEMA Map Panel Flood zone information.

Gloria Lang | Hayhurst Land Surveying, Inc.

445 9th Street S.W., Unit #7 | Vero Beach, Fl. 32962

From: Edward Roske <edward@seasideengineers.com>
Sent: Tuesday, August 27, 2019 9:43 AM
To: Hayhurst Land Surveying <hayhurstls@live.com>
Cc: John Kurutz <john.rovb@gmail.com>
Subject: Re: 1714 FRANCIS COURT 18-551

Hi Tylyn,

I believe the site is in flood zone x. No defined BFE. The FFE elevation needs to be minimum 18" above the crown of the road.

Edward Roske, PE, LEED AP | Principal Engineer

Seaside Engineers | (772) 202-8008

www.SeasideEngineers.com | edward@SeasideEngineers.com

----- On Tue, 27 Aug 2019 09:34:55 -0400 Hayhurst Land Surveying <hayhurstls@live.com> wrote -----

Good Morning,

I am trying to finalize your site plan and calculated the proposed finish floor at 7.0 feet (6.96 feet) and garage at 6.5 feet (6.46 feet). This property and structure in a Special Flood Hazard Area, Zone AE with a Base Flood Elevation of 8 Feet. Therefore, your proposed floor elevation is one foot lower. I am not sure this is your intention nor that the County will accept this. Please advise.

Finished Floor 18 1/4" = 1.52'

Garage Floor (at outside edge) 12 1/4" = 1.02'

Manhole Benchmark Elevation = 5.44 feet

Tylyn Blanchard | Hayhurst Land Surveying, Inc.

445 9th Street S.W., Unit #7 | Vero Beach, Fl. 32962

Phone: 772.569.6680 | Fax: 772.770.3446



*Revision
10/19*

Permit No: 19-2255

**CITY OF FORT PIERCE
 PLAN REVIEW REJECTION SHEET**

Date : September 17, 2019

Flood Review

Phone: 772-467-3000 Fax: 772-467-3849

Owner: Alan Haley

Phone:

Fax:

Architect:

Phone:

Fax:

Contractor: ROVB INC

Phone:

Fax:

Location of Structure: 1714 Francis Ct

Contractor: Revisions will not be accepted, unless the following has been done. A cover letter from the designer, addressing each revision must accompany all revisions submitted for plan review. The cover letter must:

- Answer each plan review comment.
- Indicate the sheet that the revision is on.
- The revised sheets that are re-submitted for plan review must have the revisions clouded.

Thank you in advance for helping us cut down the turn around time in the plan revisions review.

1. Per the latest submittal, the garage is at elevation 8.5 which is below the design flood elevation. Please provide proper documentation for flood openings
 - Product approval for engineered flood vents; or
 - Flood openings designed by a design professional; or
 - Detail of non-engineered flood openings showing the net open area of each opening which must be at least 1 square inch of net open area for each square foot of enclosed area.

The openings:

- Can be no more than 1' above grade
- Must be below the design flood elevation
- Must be located on 2 opposite walls

2. Per the latest submittal, the AC is at an elevation of 8.4 which is below the design flood elevation. Please revise the plan to show the AC elevated to at least the design flood elevation of 9'.
3. Provide a drainage plan showing that all post development stormwater runoff and other surface waters will not result in flooding or damage to adjacent properties per section 5-93.1 (B)

Reviewed/Signed By: _____ Date: _____



Permit No: 19-2255

**CITY OF FORT PIERCE
PLAN REVIEW REJECTION SHEET**

Date : October 7, 2019

Flood Review

Phone: 772-467-3000 Fax: 772-467-3849

Owner: Alan Haley

Phone:

Fax:

Architect:

Phone:

Fax:

Contractor: ROVB INC

Phone:

Fax:

Location of Structure: 1714 Francis Ct

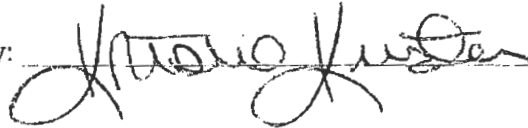
Contractor: Revisions will not be accepted, unless the following has been done. A cover letter from the designer, addressing each revision must accompany all revisions submitted for plan review. The cover letter must:

- Answer each plan review comment.
- Indicate the sheet that the revision is on.
- The revised sheets that are re-submitted for plan review must have the revisions clouded.

Thank you in advance for helping us cut down the turn around time in the plan revisions review.

1. Please provide a statement on the drainage plan stating the drainage plan complies with section 5-93 of the Fort Pierce Code of Ordinance.

Reviewed/Signed By:



Date:

10/8/19

CITY OF FORT PIERCE RESIDENTIAL PLANS CHECKLIST

CONTRACTOR: _____ **PHONE:** _____

ADDRESS: _____

(2) APPLICATION FOR BUILDING PERMIT

(1) CD'S IN PDF FORMAT*

- _____ NOTICE OF COMMENCEMENT
- _____ DEBRIS FORM
- _____ WARRANTY DEED (IF APPLICABLE)
- _____ OWNER/BUILDER AFFIDAVIT (IF APPLICABLE)

(2) SUMMARY SUB-CONTRACTOR

- _____ ELECTRICAL SUB-CONTRACTOR
- _____ PLUMBING SUB-CONTRACTOR
- _____ MECHANICAL SUB-CONTRACTOR
- _____ ROOFING SUB-CONTRACTOR

(2) SIGNED & SEALED CONSTRUCTION PLANS

2017 6th EDITION FLORIDA BUILDING CODE

(2) SURVEY (Must indicate the impervious area of the property)

- a. Actual elevations. Do not use assumed elevations.
- b. Show final grade drainage pattern and elevations next to the foundation as well as at all lot lines.
- c. Do not have final grading draining water on to adjoining properties.

(2) WINDLOAD CRITERIA

(2) ENERGY CALCULATIONS (Insulation R-Values Must Match Plans)

(2) MANUAL J

(2) A/C DUCT LAYOUT (Supply & Return)

(2) TRUSS LAYOUT (Must be Approved by Your Design Professional of Record).

(2) SIGNED & SEALED ENGINEERED TRUSS DRAWINGS/CUT SHEETS

(2) CONNECTOR SCHEDULE/UPLIFTS

(2) PLUMBING (Isometric Detail showing all pipe sizes) (FPUA Residential Cleanout Detail and a Wastewater Service Placement Detail)

(2) ELECTRICAL RISER DIAGRAM (Showing conductor/conduit type/size)

(2) ELECTRICAL PANEL SCHEDULE

(2) PRODUCT APPROVAL AFFIDAVIT (PLANS FORM)

(2) PRODUCT APPROVALS (Miami-Dade and/or Florida Product Approval)

- | | |
|----------------|---------------------|
| _____ DOORS | _____ ROOF MATERIAL |
| _____ WINDOWS | _____ GARAGE DOOR |
| _____ SHUTTERS | _____ |

(2) SEPTIC SYSTEM/HEALTH DEPARTMENT APPROVAL (IF APPLICABLE)



One Firm. One Focus.
Construction Law.

Sean A. Mickley
Board Certified in Construction Law
1575 Indian River Blvd, C-220
Vero Beach, Florida 32960
407-740-6600
sam@kirwinnorris.com

January 23, 2020

Sent via e-mail to: ahaley.52@gmail.com
Alan & Louise Haley
1714 Francis Court
Ft. Pierce, Florida

**Re: Termination of ROVB, Inc.'s Contract
Demand for Payment**

Project: 1714 Francis Court Ft. Pierce, Florida

Dear Mr. and Mrs. Haley:

Kirwin Norris, P.A. represents ROVB, Inc. concerning your recent termination of the construction contract on the Project. It is my understanding that you terminated ROVB for your own convenience in order to proceed with hiring a replacement contractor. Under Florida law, because you terminated a partially performed construction contract, ROVB is entitled to receive its agreed upon 20% fee on the work performed and its lost profits on the work not performed on the Project. ROVB's 20% fee represents 10% for overhead and 10% for profit. As such, ROVB is entitled to a 10% fee on the unperformed work as lost profits on the Project, as that was the anticipated profit to be made on the Project.

Attached please find ROVB's schedule of values breaking down the amounts paid and amount due, together with a final invoice in the amount of \$50,124.48. Please remit payment directly to Mr. Kurutz of ROVB within ten (10) days of this letter. In exchange for the final payment, ROVB will agree to prepare and provide a general release of all claims against you, a final contractor's payment affidavit, and any documents necessary to transfer or assign all Project documents, contracts, or permits to your replacement contractor.

Additionally, please complete the attached hold harmless and indemnity agreement required by the City of Fort Pierce within ten (10) days of this letter so that ROVB is removed from the permit and your replacement contractor can re-apply for the permit.

If you choose not to timely comply with the requests made herein, ROVB will proceed with enforcing its rights and remedies under Florida, including, but not limited to, securing a claim of lien on the Project.

Regards,

A handwritten signature in black ink, appearing to read "S. Mickley". The signature is stylized and somewhat cursive.

Sean A. Mickley, Esq.

CC: ROVB, Inc.

Enclosures



City of Fort Pierce Building Department
 100 North US Highway 1
 P.O. Box 1480
 Fort Pierce, FL 34954-1480
 772-467-3000 • Fax: 772-467-3849

HOLD HARMLESS/INDEMNITY TO CANCEL OR TRANSFER A VALID PERMIT

PERMIT#

PROPERTY ADDRESS			
PARCEL ID#			
OWNER	MAILING ADDRESS	ZIP	PHONE :
			CELL:
CONTRACTOR	MAILING ADDRESS	ZIP	STATE LIC. #
			CITY LIC. #
CONTRACTOR E-mail Address	PHONE	FAX#	CELL

Commercial: Residential:

As legal *Property Owner or Contractor* (circle one) I, _____ request:

Check one: Cancellation: Transfer:

Of Permit Number _____ Issued to _____, on _____, 20____ due to the following circumstances:

- Non-Performance of Contract Transfer to New Contractor or HOB Contract Disputes
 Abandonment of Contract Contractor is Deceased

Further, I understand that the replacement contractor will assume responsibility for any/all work performed under this permit.

I hereby agree to re-apply as Owner/Builder or Authorize, _____, to apply for such permit(s) as may be necessary to construct or complete construction at the property listed herein.

INDEMNIFICATION: I, _____ (Property Owner or Contractor), hereby indemnify and hold harmless the City of Fort Pierce, its officers, agents, and employees (including but not limited to Building Official(s), from all costs, fees, or damages arising from any and all claims of action for any reason, which may arise from or pertain to this permit cancellation and re-issue request.

New contractor may need to apply for a new permit.

(Note: A copy of this notice will be sent via certified mail to the prior contractor or owner, where applicable.)

Signature of Contractor _____ Date _____ Print Name _____

Notary As to Contractor: _____ As to Owner or Agent: _____

Sworn before me on this _____ day of _____, 20____
 Personally Known _____ Produced ID _____ Type of ID _____

THIS FORM MUST BE APPROVED BY A SUPERVISOR: _____
 (Supervisors Initials)

ROVB, Inc
 845 Old Dixie Hwy
 Vero Beach, FL 32960

Invoice

Invoice #: 18452
 Invoice Date: 1/23/2020
 Due Date: 2/1/2020

Project:
 P.O. Number:

Bill To:
 Haley Alan & Louise
 Hand Delivered

Description	Hours/Qty	Rate	Amount
Total Client Has Paid to Date -1/15/2020. Payments of \$30,000 (12/20/18), \$50,000 (06/25/19) and \$23,880 (11/25/19)		-103,880.00	-103,880.00
Subcontractor Expense - Amount ROVB Has Paid Out		90,360.00	90,360.00
ROVB Fees for Signed Contracts (20%) WIP		18,072.00	18,072.00
ROVB Fees for Verbal or Implied Contracts (10%)		29,652.48	29,652.48
Windows and Doors - Balance Due by Client (See contract with Commerce Glass - \$39,800, Less Deposit of \$23,880)		15,920.00	15,920.00
Total			\$50,124.48
Payments/Credits			\$0.00
Balance Due			\$50,124.48

Please remit to above address.



WILLIAM F. GALLESE, P.A.

Attorney At Law

January 31, 2020

Sean A. Mickley
Kirwin Norris
1575 Indian River Blvd., C-220
Vero Beach, Florida 32960

Re: Termination of ROVB, Inc.'s Contract
Demand for Payment

Project: 1714 Francis Court Ft. Pierce, Florida

Dear Mr. Mickley,

I represent Alan and Louise Haley in response to your letter of January 23, 2020.

My clients did not terminate ROVB for their own convenience. Nothing about the contract with your client has been convenient.

They terminated the contract because your client failed to perform in a timely manner, did not properly manage his subcontractors, failed to follow generally accepted construction practices, and for other reasons, including, but not limited to the following:

1. After more than one year, the contract is less than 1% complete. (See photos attached)
2. Your client did not apply for a permit until June 2019, 6 months after the contract was signed. The permit was rejected three times. In August 2019, the permit was rejected again because it was submitted under proposed, not current flood plan rules. The permit was ultimately issued in November 2019, 11 months after the contract was entered. The contract states to allow 10-12 weeks for the permitting process, and application will be made as soon as the plans are approved. The plans were approved in April 2019.
3. Your client indicated that the fill would be placed in 12-inch lifts. It was placed all at once which necessitated your client renting a compactor from Parks/Untied Rentals at a cost of \$1,720.89.
4. The schedule of values provided by your client ("Schedule 2") is incorrect and differs from that previously provided. ("Schedule 1" (See prior job cost analysis dated 1-8-20 attached)

3306 NE Sugarhill Ave.
Jensen Beach, FL 34957
772-261-8272 • FAX 772-261-8441
www.galleselaw.com

- a. In Schedule 1, your client states that there will be no fee for the permit, but in Schedule 2, he has a fee of \$4,038.48
- b. In Schedule 1, your client states that there will be no fee for engineering, but in Schedule 2, he has a fee of \$1,360.24.
- c. In Schedule 1, your client states there will be no fee for Windows/Ext Doors Materials, (these were purchased by my client directly from a third party), but in Schedule 2, he has a fee of \$4,776.00.
- d. The section of Schedule 2 for "Contract Verbal/Signed", does not appear on Schedule 1 and my clients dispute any additional or verbal agreements.
- e. Your client has a cost for man hours on Schedule 1 totaling \$3,315.00, but on Schedule 2 it totals \$4,386.00. The cost for man hours claimed is approximately 40% of the allotted amount, when the contract is only about 1% complete.
- f. As of the date of Schedule 1, it was determined that your client has an excess of \$24,436.10 for the work performed from the \$80,000.00 that had already been paid by my client's.

It was discussed between the parties that there would be three bids for all labor and materials. My clients only received two bids for the roofing and millwork.

Your client told my client that the home would be complete by December 2019. Based on that representation, my client sold his house and has incurred expenses. Those expenses include 9 months of furniture storage at the rate of \$335.48 per month, for a total of \$3,019.32, and five months of rent at \$1,000.00 per month for a total of \$5,000.00. My client also had to make two unnecessary trips from Montana to Florida at the cost of \$4,000.00. Those expenses to date total \$12,019.32, and do not include attorney fees.

As you know, in the absence of a specific completion date in the contract, what is reasonable will be implied, and depends on the subject matter, the situation of the parties, the intent, and the circumstances attending the performance. Our position would be that after more than a year, the home should be complete, and the reason that it was not was due to the actions and inaction of your client.

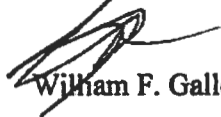
Of the \$24,436.10, set forth in paragraph 4.f. above, my client calculates that your client is entitled to \$6,341.22 for work performed, indicating that your client owes mine the difference, which is \$18,094.88. Combining that amount

with my client's additional expenses of \$12,019.32, comes to a total of \$30,114.20, that your client owes mine.

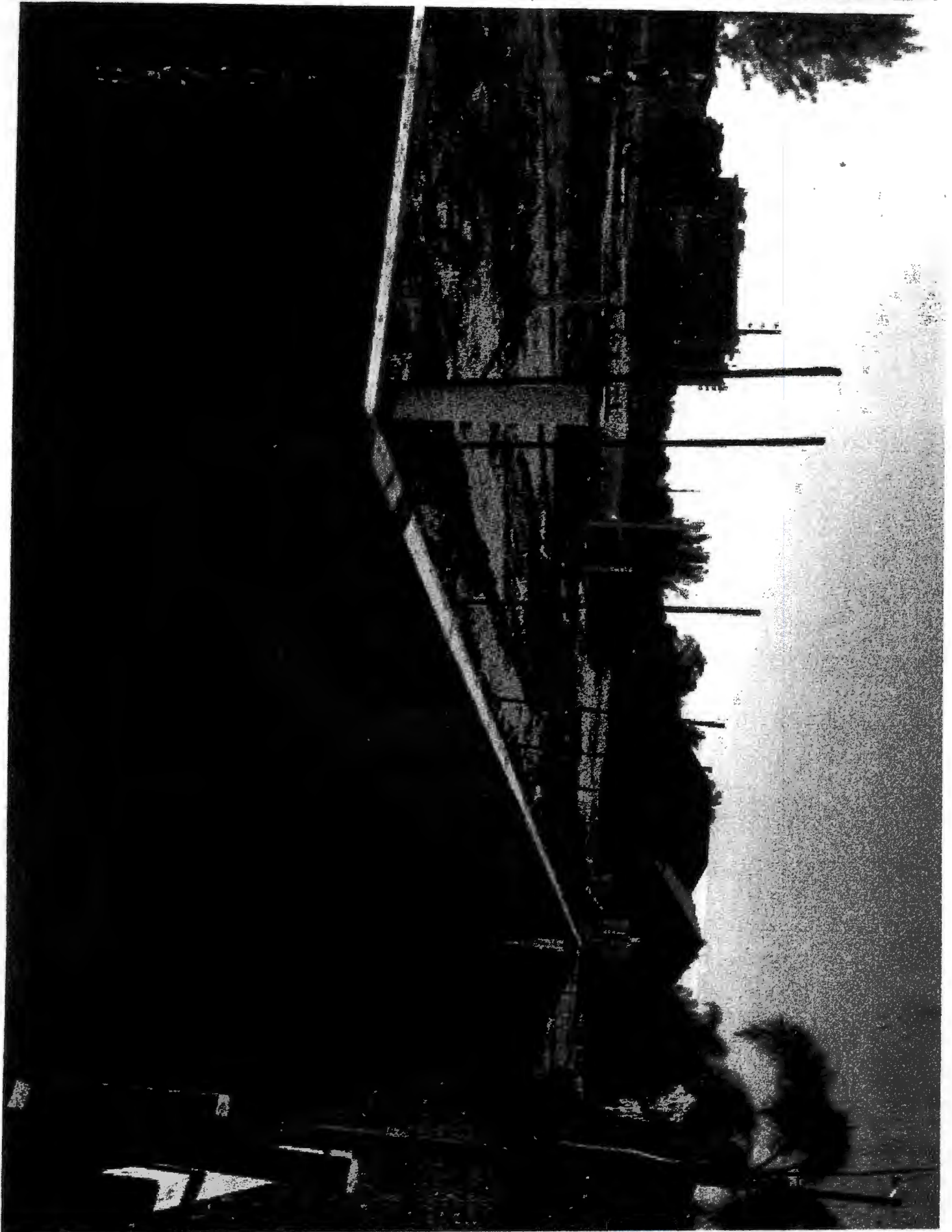
Please have your client remit that sum within ten (10) days of this letter to prevent the institution of any legal proceedings by my client.

Under the circumstances, it would appear unlikely that your client could prevail under a breach of contract theory, that my clients were within their rights to terminate yours, and that it is my client's who may prevail. With respect to any lien rights, your client has not substantially performed.

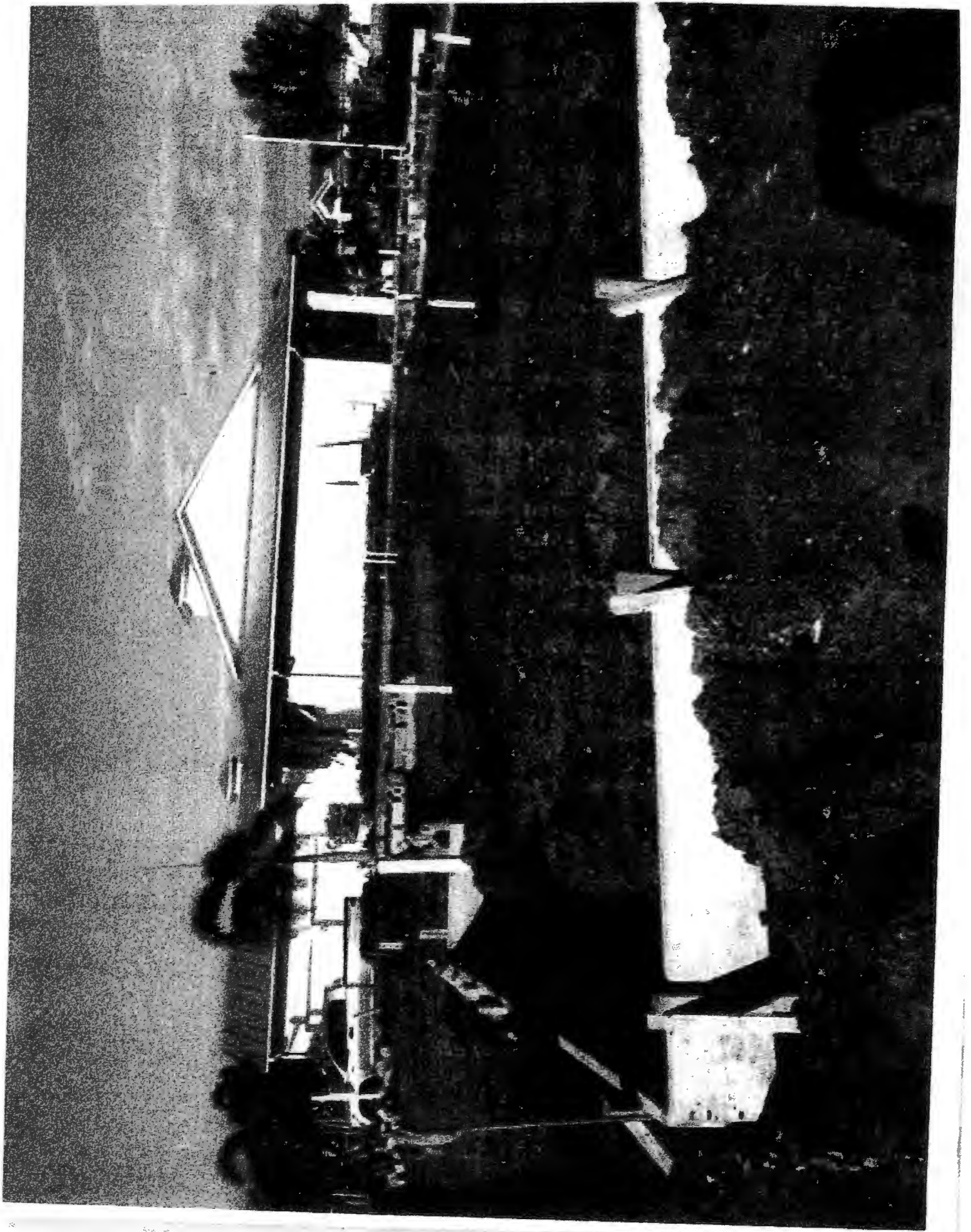
Regards,

A handwritten signature in black ink, appearing to read 'William F. Gallese', with a stylized flourish extending to the right.

William F. Gallese, Esq.







Haley Job - ROVB Job Cost Analysis 1-8-20 (AA)

Line Item	Scope of Work	Budget	Guides	Actual Cost	Sub-Contractor Name	Differences	Payments	Differences	ROVB 25% Fee	No Fee
1	Remodeling	\$20,000.00	\$19,291.48	\$20,107.48	FP & SLC	\$8.91	\$20,117.40	\$8.91	\$198.00	\$198.00
2	House plans/Engineer	\$6,000.00	\$6,000.00	\$6,000.00	Scalade Engineering	\$0.00	\$6,007.18	\$7.18	\$0.00	\$0.00
3	Survey	\$1,000.00	\$0.00	\$946.00	Hayhurst	\$55.00	\$1,070.00	\$70.00	\$0.00	\$0.00
4	Fill	\$10,000.00	\$9,276.00	\$9,276.00	Bofield/Abercrombie	\$724.00	\$9,276.00	\$0.00	\$1,856.00	\$1,856.00
5	Site work	\$1,000.00	\$0.00	\$690.00	KSM Eng & Testing	\$470.00	\$530.00	\$0.00	\$106.00	\$106.00
6	Masonry Materials & Labor	\$53,000.00	\$62,260.00	\$62,500.00	Carler Concrete	\$500.00	\$7,650.00	\$44,850.00	\$10,500.00	\$10,500.00
7	Grading	\$3,375.00	\$3,000.00	\$6,075.00	DJP Contracting Inc.	\$3,000.00	\$6,075.00	\$0.00	\$1,216.00	\$1,216.00
8	Trusses-Materials	\$8,500.00	\$8,500.00	\$8,500.00	E.C. TRUSSES	\$0.00	\$0.00	\$0.00	\$1,700.00	\$1,700.00
9	Roofing-METAL	\$21,200.00	\$21,200.00	\$21,200.00	JA Taylor	\$0.00	\$0.00	\$21,200.00	\$4,252.00	\$4,252.00
10	TBD	\$0.00	\$0.00	\$0.00	TBD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Windows/Ext Doors Materials	\$39,000.00	\$39,000.00	\$39,000.00	Commerce/ROVB, Inc	\$1,000.00	\$23,690.00	\$8,500.00	\$0.00	\$0.00
12	TBD	\$0.00	\$0.00	\$0.00	TBD	\$0.00	\$0.00	\$21,260.00	\$0.00	\$0.00
13	Plumbing material & Labor	\$18,000.00	\$21,260.00	\$21,260.00	Southern Plumbing	-\$1,350.00	\$0.00	\$0.00	\$4,250.00	\$4,250.00
14	Milwork-hk. doors, casing, base	\$9,000.00	\$7,500.00	\$10,631.81	Eslet Coast Lumber	-\$1,631.81	\$0.00	\$14,620.00	\$2,126.36	\$2,126.36
15	Electrical Materials & LABOR	\$16,000.00	\$14,722.00	\$14,722.00	Ed's Electric	\$1,278.00	\$0.00	\$0.00	\$2,944.40	\$2,944.40
16	Lighting & Fixtures-Elec.	\$5,000.00	\$0.00	\$0.00	BuffMCO	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Framing-hk. & Ext. A Sheeting	\$17,000.00	\$16,970.00	\$16,970.00	Ken Keller Const., LLC	\$30.00	\$0.00	\$10,631.81	\$3,394.00	\$3,394.00
18	Framing material	\$18,000.00	\$7,843.82	\$7,843.82	EC Lumber	\$7,156.18	\$0.00	\$14,722.00	\$1,568.68	\$1,568.68
19	Foam insulation	\$9,500.00	\$9,216.00	\$0.00	Building Performance Ser.	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Drywall Material & LABOR	\$13,000.00	\$11,890.00	\$0.00	Kelly Drywall	\$11,890.00	\$0.00	\$18,970.00	\$0.00	\$0.00
21	Stucco & Labor-3 sides ONLY	\$9,000.00	\$8,749.49	\$8,749.49	Abco Garage Doors	\$250.51	\$0.00	\$7,843.82	\$1,748.00	\$1,748.00
22	Garage Doors w/ Labor	\$4,100.00	\$4,100.00	\$4,100.00	Abco Garage Doors	\$0.00	\$0.00	\$0.00	\$636.00	\$636.00
23	Exterior Siding Material & Labor	\$9,500.00	\$0.00	\$0.00	E.C. Lumber	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00
24	HVAC w/ labor & VENTING-Hood	\$21,275.00	\$24,000.00	\$24,000.00	Barber A/C	-\$2,725.00	\$0.00	\$0,749.49	\$4,800.00	\$4,800.00
25	Rental Equipment	\$2,000.00	\$0.00	\$1,720.89	Perkins/United	\$1,720.89	\$1,720.89	\$0.00	\$344.18	\$344.18
26	Terrails	\$1,000.00	\$0.00	\$0.00	Halden Services	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
27	Meliorite Shower, Flooring & Tub/Bath	\$20,000.00	\$0.00	\$0.00	Pressure	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00
28	Flooring & Tile-INSTALL	\$18,000.00	\$15,337.00	\$0.00	JT Services	\$18,000.00	\$0.00	\$0.00	\$3,200.00	\$3,200.00
29	Appliance-hk. W/D, wine cooler	\$8,000.00	\$9,354.00	\$7,955.00	Jeison's TV & Appliances	\$949.00	\$0.00	\$7,955.00	\$1,631.00	\$1,631.00
30	Roll-Up Screening	\$8,500.00	\$8,110.00	\$8,110.00	VH Introspec, Inc.	\$390.00	\$0.00	\$8,110.00	\$1,222.00	\$1,222.00
31	Counter tops	\$6,500.00	\$4,500.00	\$4,500.00	Stones of Italy	\$2,000.00	\$0.00	\$4,500.00	\$900.00	\$900.00
32	Kitchen, Bathroom & Laundry-Cabs	\$27,000.00	\$28,842.58	\$28,842.58	Distinctive Cabinetry	\$357.42	\$0.00	\$28,842.58	\$5,328.52	\$5,328.52
33	Painting-Interior/Exterior	\$13,000.00	\$0.00	\$0.00	Your Painter Plus	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00
34	MISC.-ROVB Hours	\$10,000.00	\$0.00	\$2,792.50	ROVB, Inc.	\$7,207.50	\$0.00	\$2,792.50	\$682.50	\$682.50
35	L.P. Tank & Gas Lines-Installed	\$8,000.00	\$7,985.81	\$7,985.81	Amerigas	\$14.19	\$0.00	\$7,985.81	\$1,587.18	\$1,587.18
36	Well & Pump-Installation	\$4,500.00	\$0.00	\$0.00	TBD	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00
37	Office/Chemical/Plaster/Fixing-etc.	\$3,000.00	\$0.00	\$1,224.37	ROVB, Inc.	\$1,775.63	\$0.00	\$1,224.37	\$244.67	\$244.67
38	POOL & SPA	\$40,000.00	\$37,970.00	\$0.00	Deale Pools & Spa	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00
39	Landscaping & outside	\$10,000.00	\$0.00	\$0.00	Coast to Coast	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
40	Builder's Risk Insurance	\$2,016.00	\$2,016.00	\$2,016.00	RE-Insurance Olympus	\$0.00	\$2,016.00	\$0.00	\$0.00	\$0.00
41	Dumpster & Post-Occ	\$1,800.00	\$0.00	\$302.42	Reliable	\$1,497.58	\$302.42	\$0.00	\$90.48	\$90.48
42				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
43				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
45				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
46				\$160,498.39	\$79,443.50	\$350,888.88	\$68,798.88	\$0.00	\$0.00	\$0.00
47				\$394,271.19	\$333,848.31	\$682,374.00	\$0.00	\$0.00	\$0.00	\$0.00

Includes Drying-In, Framing & BUCKS

TBD - Entire House is \$23,690.61

Cost TBD

Includes 10 yr warranty & exhaust vents

Compressors & 66" Roller Rental

1-wine cooler

TBD

Confirm if Contract Signed Yet

Labor Hours (RH) through 12/31/19

NO FEE OF NOT INCLUDED IN SQ. FT. COSTS

Work in Progress or Contracts Signed

24-1-36-10

OFFER



Sean A. Mickley
Kirwin Norris, P.A.
1575 Indian River Boulevard, Suite C220
Vero Beach, FL 32966
Ph. (407) 740-6600
Fax. (407) 740-6363
Email: sam@kirwinnorris.com

February 11, 2020

Sent via e-mail only: bgallese@bellsouth.net

William F. Gallese, P.A.
3306 NE Sugarhill Ave.
Jensen Beach, Florida 34957

Re: Response to Your Letter dated Jan. 31, 2020

**Termination of ROVB, Inc.'s Contract
Demand for Payment**

Project: 1714 Francis Court Ft. Pierce, Florida

Dear Mr. Gallese:

I am in receipt of your letter dated January 31, 2020 sent in response to my letter of January 23, 2020. My client, ROVB, Inc., vehemently disagrees with your clients, Alan and Lousie Haley (the Haleys)'s, contentions. Much of what the Haleys complain of in your letter is a by-product of their own doing or general unawareness of the construction process.

In order to fully understand ROVB's position, you need some additional background on the Project. On December 20, 2018, the Haleys entered into the construction contract with ROVB. The Project was to be for the construction of a new residence. During the initial meeting, the Haleys only provided a couple of sketch type photos of what they wanted in the residence. There were no plans provided to ROVB. At that time, the Haleys told ROVB that they were planning to sell their current home during the 2020 season when they returned to Florida. At that time, the Haleys asked if ROVB could complete the home by December 2019. John with ROVB stated that he would do his best to achieve the Haleys' requested timeline, but there was no firm deadline or commitment to a specific date.

A few weeks later, the Haleys, on their own accord and without consulting ROVB, listed their existing home for sale and they asked whether the Project could be built by October 2019. ROVB explained that it would do its best to work with the Haleys' timeline; however, because the permit had still not been issued yet, he was not sure that the original December 2019 completion would be achievable.

Indeed, it was not until April 2019 that the Haleys provided ROVB a full approved set of plans. The permitting process began in June 2019. ROVB had absolutely no control over the length of time that the permit process took. While the contract states that permitting could take 10-12 weeks, that estimated time frame was certainly not a firm deadline. The Haleys somehow

believe that ROVB was in control of permitting process. Nothing could be farther from the truth. There are a great many variables in the length of time that the permitting process takes, which vary from project to project. Unfortunately, the City of Fort Pierce was tremendously slow in finalizing the permit for this Project.

Nevertheless, despite the fact that the permit had not been issued, ROVB commenced with retaining the surveyor to shoot elevations for the foundations and scheduled and attended a myriad of appointments with subcontractors to get firm bids for the construction, among other things, in order to ensure that construction could commence once the permit was issued. ROVB did not sit idly by as the permitting process took place. To the contrary, ROVB was extremely active in lining everything up and working with the Haleys to ensure that the build would be as seamless as possible once the permit was issued.

Looking at the reality of the situation, if the Haleys had allowed ROVB to continue work on the Project, the entire foundation, walls, and concrete work would have been completed by now.

I will now address each of the points in your letter in turn:

1. As stated above, the Haleys did not have approved plans for construction until April 2019, approximately 4 months after the contract was signed. The permit was not issued until November 2019. The majority of time in between when the plans were approved and the permit was issued was a by-product of the extremely slow permitting process by the City of Fort Pierce. ROVB has no control over the City of Fort Pierce's building department. Nevertheless, ROVB was active in working with the Haleys and subcontractors in August 2019 to ensure that the Project was proceed forward quickly once the permit was received. If the Haleys had not terminated ROVB, they would have seen incredible progress by now.
2. In addition to the foregoing in paragraph 1, it must be noted that the statement in the contract that the Haleys should allow 10 – 12 weeks for permitting is merely aspirational and completely dependent upon the efficiency and timeliness of the City of Fort Pierce.
3. The larger compaction roller was used due to Mr. Haley wanting as much done as possible during the holiday weeks and his continuing to pressure and question the processes. Also, ROVB dealt with weather conditions that made the choice to use the larger compaction roller a better choice. Had ROVB done the 12" lifts, this would have required 3 – 4 trips by KSM Engineering in addition to manpower having to stay onsite while it being performed.
4. The Haleys were made aware of ROVB hiring a new bookkeeper that had to gather all of the information and correct several typos on the spreadsheet.

- a. Schedule 1 was ROVB's template based upon completing the entire build. Schedule 2 was done after Mr. Haley terminated the contract with ROVB on 1-9-2020. A revised spreadsheet is enclosed with this letter.
- b. Same as 4.a. above.
- c. Same as 4.a. above.
- d. The term verbal contract is an inartful wording for lost profits due to an improper termination of the partially performed construction contract. Under Florida law, the Haleys owe ROVB 10% lost profits on the unperformed work.
- e. The manhours were based upon the actual hours worked by the Superintendent for the Project. The manhours started in August 2019, but would have been reconciled in the overhead and profit of the job at the end as the sitework was urgent due to the Haleys' expectations.
- f. ROVB cannot respond to this assertion because it is factually inaccurate. ROVB has already provided a breakdown of the total amount paid by the Haleys to ROVB of 103,880.00. Also, ROVB provided a breakdown of the amounts paid out to or work performed by ROVB or its subcontractors of \$92,360.09. The \$92,360.09 does not include any of ROVB's agreed upon 20% fee in the amount of \$13,696.02. Additionally, ROVB owes \$15,920.00 to Commerce Glass for the windows and doors. As such, without even considering lost profits, the Haleys owe ROVB \$17,696.11.

The construction contract between ROVB and the Haleys did not have a "time is of the essence" provision. Further, the construction contract does not have a preliminary, mandatory, or even anticipated deadline to complete the Project. As such, ROVB did not have any specific time frame in which to complete the Project. Accordingly, the question becomes "what was a reasonable time frame under the circumstances?" Here, ROVB was not provided an approved set of plans until April 2019. ROVB submitted for permit in June 2019 and did not receive the permit until November 15, 2019. Nevertheless, ROVB began bidding out the Project and surveying the property for foundation elevations in August 2019 so that work could commence as soon as the permit was received. Indeed, once the permit was received in November 2019, ROVB started work on the Project. Between November 15, 2019, the date the permit was issued, and January 9, 2020, the date that ROVB was terminated by the Haleys, ROVB only had approximately 54 days in which to perform work. In those 54 days, ROVB was contending with the Thanksgiving holiday, Christmas holiday, and New Year holiday. As such, the amount of work that ROVB had performed at the time of termination was extremely reasonable under the circumstances.

As for the claimed consequential damages for storage and rent and trips from Montana, the Haleys are not entitled to those damages. Under Florida law, a person is only entitled to direct or consequential damages that are within the contemplation of the parties at the time of entering into the contract. Here, the contract does not state that "time is of the essence." Further, there is nothing contained within the contract that could lend itself to an interpretation that the work was to be performed in a certain time frame. Moreover, at the time that the contract was entered into, the Haleys told ROVB that they were going to sell their current home in the season of 2020. There is no way that ROVB would have contemplated at the time of entering into the contract that it may

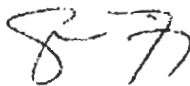
be responsible for paying for the Haleys storage fees, rent fees, and travel to and from Montana. It is simply improper for the Haleys to try to impose such damages on ROVB.

For the reasons set forth above, ROVB will not agree to pay the Haleys any amount of money. To the contrary, the Haleys owe ROVB \$13,696.02 for 20% of the amounts paid by ROVB, \$15,920.00 for the final payment on the windows and doors that were specially fabricated for the Project, and \$29,652.48 for 10% lost profits on the balance of the work for being improperly terminated on the Project, less \$13,519.91, which the Haleys have already paid ROVB, for a total of \$47,748.58.

Enclosed please find a copy of the claim of lien that will be recorded by ROVB on the Haleys property if payment is not received as demanded below. The claim of lien is in the amount of \$17,696.11. Of the \$17,696.11, ROVB has claimed non-payment of \$2,176.11, which is the difference between the 20% fee (\$13,696.02) on work performed and the remaining amount the Haleys have already paid (\$11,519.91), and the final payment for the windows and doors specially fabricated in the amount of \$15,920.00. The 10% lost profits in the amount of \$29,652.48 on the unperformed work have not been liened, but nevertheless is owed to ROVB.

ROVB demands immediate payment of \$17,696.11 lien amount and the \$29,652.48 in lost profits within ten (10) days of this letter, failing which ROVB will record the lien and initiate legal proceedings to foreclose the claim of lien and sue for breach of contract.

Regards,

A handwritten signature in black ink, appearing to read 'S. Mickley', with a stylized flourish at the end.

Sean A. Mickley

Prepared by and return to:
Sean A. Mickley, Esq.
Kirwin Norris, P.A.
15 W. Church St., Suite 301
Orlando, Florida 32801

WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

CLAIM OF LIEN

State of Florida

County of Indian River

Before me, the undersigned notary public, personally appeared John Kurutz, who was duly sworn and says that he is the President of the lienor herein ROVB, Inc., whose address is 845 Old Dixie Highway Vero Beach, Florida 32960; and that in accordance with a contract with Alan and Louise Haley, lienor furnished labor, services, or materials consisting of construction services for a new residence on the following described real property in Indian River County, Florida:

Parcel ID #2401-506-0009-000-3
BEACH ESTATES (PB 43-25) LOT 8

Address: 1714 Francis Court Ft. Pierce, Florida

owned by Alan W Haley and Louise A Cholette-Haley of a total value of \$124,352.11, of which there remains unpaid \$17,696.11, of which \$15,920.00 is for final payment on specially fabricated windows and doors, and furnished the first of the items on June 24, 2019, and the last of the items January 9, 2020.

ROVB, Inc.

By: _____
John Kurutz, President

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2020, by
John Kurutz, President of ROVB, Inc.

Notary Public - State of Florida
My Commission Expires:

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

Scope of Work	Vendor	Budget	Actual	Paid by Client	Paid by ROVB	Contract Veral/Signed	ROVB 20% Fee	ROVB 10% Fee	Notes
Client - Haby Residence				\$103,880.00					
Permits/Impact Fees	City of Ft. Pierce & SLIC	\$20,600.00	\$20,117.49		\$20,117.49	S	\$4,023.50	\$0.00	City of Ft. Pierce & SLIC
Plas & Engineering	Sands Engineers	\$5,668.00	\$6,601.19		\$6,601.19	S	\$1,360.24	\$0.00	
Survey/Shotwork	Hayhurst Land Survey	\$1,500.00	\$1,070.00		\$1,070.00	S	\$214.00	\$0.00	
Fill on Site	Borish/Abernethy	\$10,000.00	\$9,275.00		\$9,275.00	S	\$1,855.00	\$0.00	
Shotwork	KSM Engineering	\$1,000.00	\$580.00		\$580.00	S	\$106.00	\$0.00	
Masonry	Carver Concrete	\$53,000.00	\$53,000.00		\$53,000.00	S	\$11,600.00	\$0.00	
Grading	DUP Contracting	\$4,375.00	\$6,075.00		\$6,075.00	S	\$1,215.00	\$0.00	50% awaiting final invoice (1/23/20)
Trusses	East Coast Truss	\$8,500.00	\$8,500.00		\$8,500.00	S	\$850.00	\$0.00	
Roofing - Metal	JA Taylor Roofing	\$21,260.00	\$21,260.00		\$21,260.00	S	\$50.00	\$2,126.00	
Windows & Doors	Commerce Glass	\$89,800.00	\$89,800.00		\$23,880.00	S	\$0.00	\$0.00	No Fee on Windows/Doors - Owes \$15,920 on w/d contract
Plumbing	Southern Plumbing	\$19,900.00	\$21,250.00		\$5,870.00	S	\$1,194.00	\$0.00	
Millwork	East Coast Lumber	\$9,000.00	\$9,000.00		\$0.00	V	\$0.00	\$900.00	
Electrical	Ed's Electric	\$18,000.00	\$14,722.00		\$0.00	S	\$0.00	\$1,472.20	
Lighting & Fixtures	Build.com	\$5,000.00	\$5,000.00		\$0.00	V	\$0.00	\$500.00	
Framing - Exterior	Ken Keller Const	\$17,000.00	\$18,970.00		\$0.00	S	\$0.00	\$1,897.00	
Framing Material	East Coast Lumber	\$15,000.00	\$7,848.82		\$0.00	V	\$0.00	\$784.38	
Foam Insulation	Building Performance	\$9,500.00	\$9,216.00		\$0.00	V	\$0.00	\$921.60	
Drywall	Kelly Drywall	\$13,000.00	\$11,880.00		\$0.00	V	\$0.00	\$1,188.00	
Stucco - 3 sides only	RB Plastering	\$9,000.00	\$8,789.49		\$0.00	V	\$0.00	\$874.95	
Garage Doors	ABCO Garage Doors	\$4,180.00	\$4,180.00		\$0.00	V	\$0.00	\$418.00	
Exterior Siding	East Coast Lumber	\$9,500.00	\$9,500.00		\$0.00	V	\$0.00	\$950.00	
HVAC & Venting Hood	Barber A/C	\$21,275.00	\$24,000.00		\$0.00	S	\$0.00	\$2,400.00	
Rentals	Partz/United Rentals	\$2,000.00	\$1,770.89		\$1,770.89	S	\$344.18	\$0.00	
Termite	Huest Services	\$1,000.00	\$1,000.00		\$0.00	V	\$0.00	\$100.00	
Flooring - Baths	Prosource	\$20,000.00	\$11,008.05		\$0.00	V	\$0.00	\$1,100.31	
Flooring - Tile	IT Services	\$18,000.00	\$15,337.00		\$0.00	V	\$0.00	\$1,533.70	
Appliances	Jetson Appliances	\$8,000.00	\$7,855.00		\$0.00	V	\$0.00	\$785.50	
Roll-Up Screening	WH Interiors	\$6,900.00	\$6,110.00		\$0.00	V	\$0.00	\$611.00	
Countertops	Stones of Italy	\$6,500.00	\$4,500.00		\$0.00	V	\$0.00	\$450.00	
Cabinetry - Kitchen/Baths	Distinctive Cabinetry	\$27,000.00	\$28,642.58		\$0.00	V	\$0.00	\$2,664.26	
Painting	Your Painter Plus	\$15,000.00	\$15,000.00		\$0.00	V	\$0.00	\$1,500.00	
LP - Tank & Gas Lines	Amerigas	\$8,000.00	\$7,985.81		\$0.00	V	\$0.00	\$798.58	
Irrigation- Well/Pump	TBD	\$4,500.00	\$4,500.00		\$0.00	V	\$0.00	\$450.00	
Pool & Spa	Oasis Pools & Spa	\$40,000.00	\$37,970.00		\$0.00	V	\$0.00	\$3,797.00	
Landscapeing	Coast to Coast	\$10,000.00	\$10,000.00		\$0.00	V	\$0.00	\$1,000.00	
Dumpster/Port-O-Let	Reliable Septic	\$1,900.00	\$552.42		\$552.42	S	\$110.48	\$0.00	
Builders Risk Insurance	Olympus Insurance	\$2,016.00	\$2,016.00		\$2,016.00	S	\$403.20	\$0.00	
Office - Printing Costs	Reprographic Solutions	\$2,000.00	\$640.41		\$640.41	S	\$128.08	\$0.00	
ROVB Manhours	ROVB	\$10,000.00	\$5,640.00		\$5,640.00	N/A	\$728.00	\$0.00	
Office - Chertza/Signage	ROVB	\$1,000.00	\$421.89		\$421.89	N/A	\$94.34	\$0.00	
Totals:		\$482,874.00	\$463,434.94	\$103,880.00					

Total paid in by Client - Haby
\$103,880.00
\$32,350.02
\$11,519.81

Amount Owed to ROVB (for OHP/Profit and Proj Loss)
\$43,346.49
\$15,230.00
\$47,748.58

Total Due ROVB



WILLIAM F. GALLESE, P.A.
Attorney At Law

February 21, 2020

Sean A. Mickley
Kirwin Norris, P.A.
1575 Indian River Boulevard, Suite C220
Vero Beach, FL 32966

RE: Response to your letter dated February 11, 2020

Termination of ROVB, Inc.'s Contract
Demand for Reimbursement

Project: 1714 Francis Court Ft. Pierce, Florida

Dear Mr. Mickley:

Mr. and Mrs. Haley took great consideration before terminating their relationship with ROVB. They continuously addressed their concerns with Mr. Kurutz while he was engaged, however, their concerns were not addressed, and the lack of competency in his work became more apparent and exasperated as time went on. My client's goal was, and has always been, to have their home constructed in a proper and timely fashion.

Although Mr. Haley is not a licensed Florida contractor, he does have knowledge of general construction procedures. Mr. Haley was a Power Plant Engineer and has extensive experience as the owner's representative for the construction of three electrical generating power plants. He was directly responsible to oversee the build of these plants with budgets of \$25 million to \$250 million. He is quite familiar with the construction, sequence of events, and the critical path management of a project.

The inadequacies of your client's work were apparent immediately, one example of which was the fill dirt being all added at once making the compaction of every twelve inches as specified by Mr. Kurutz impossible. When Mr. Haley called Mr. Kurutz on December 27, 2019 to ask about it, Mr. Kurutz response was "I don't need a Monday morning quarterback" and "this is not going to work out". Mr. Kurutz stated that the compaction was being done in a rush to appease Mr. Haley. The elevation to nine feet and compaction could have been done at any time during the last year.

My clients decided to sell their home based on Mr. Kurutz expressly stating that the new home would be complete in December 2019. Mr. Kurutz was well informed of my client's request for a three-bedroom, three-bathroom home with a budget of \$350,000 and that it would require an original plan

3306 NE Sugarhill Ave.
Jensen Beach, FL 34957
772-261-8272 • FAX 772-261-8441
www.galleselaw.com

because of the layout of the lot. Mr. Kurutz was quite adamant that even with these requirements, that the home could be built by December 2019.

My clients are very aware of the permitting process. The permit application was rejected four times because ROVB did not meet the City requirements.

The first rejection was on August 9, 2019 because it was incomplete. (See 8/9/19 Fort Pierce plan review comments attached)

The second rejection was on August 28, 2019 because the permit application was based on proposed maps and that the correct elevation requirement was at least 9 feet. (See 8/28/19 email attached.)

The third rejection was on September 17, 2019 due to flood elevation, AC elevation, and drainage. (See September 17, 2019 rejection letter attached)

The fourth rejection was on October 7, 2019 due to drainage issues. (See October 7, 2019 rejection letter attached.)

The issue with respect to the lack of knowledge and further delay regarding the elevation is indicated in the attached emails of August 27, 2019. In Mr. Roske's (Seaside Engineers) email, he makes reference that the "elevation needs to be minimum 18 inches above the crown of the road." The correct elevation is 9 feet, not 18 inches. (See emails of 8/27/19 attached)

~~While ROVB may have no control over the building department, they certainly have control over having the proper knowledge to submit the plans pursuant to code requirements.~~

With respect to the date that plans were approved, in an email from my client to yours, on January 31, 2019, my client requested two changes. (See attached) On February 4, 2019, my clients made another request for a change. (See attached) On February 20, 2019, your client indicated that the plan was ready for a final review. (See attached) The question, especially in light of the reasonableness and timeliness of completion, is why it took four months to submit incomplete plans to the building department?

In your letter, you indicate that the 10-12-week time period to get the plans approved was aspirational. Apparently, submitting the plans on a timely fashion was also aspirational. It is also apparent that your client had some concerns that the home would be completed when promised because on May 3, 2019, he was telling my clients that he has a home that they may be interested in renting and that he's not trying to predict that the home won't be complete, but wants to plan accordingly. (See May 3, 2019 email attached)

On July 26, 2019, he states that the permit is expected any day. (See July 26, 2019 email attached)

The spreadsheets provided by ROVB have always had major errors and discrepancies and the most recent one sent in your letter of February 11th letter is no exception. The spreadsheet attached, has an entry for \$23,880.00 paid by ROVB for windows and doors. There is some confusion regarding the payment to Commerce Glass.

Your client advised mine to deal directly with Commerce Glass and if so, there would not be a 20% fee. When my client signed the agreement with Commerce Glass, it was on ROVB letterhead. Although my client was instructed by your client in November 2019, to pay Paul Ritto of Commerce Glass directly, (See attached), the check by my client was paid to ROVB. (Copy of check attached).

Further, the line items on your clients January 8, 2020 spreadsheet for Commerce Glass do not add up.

The spreadsheet shows a payment to Southern Plumbing in the amount of \$5,970.00. My client has been advised by Southern Plumbing, that notwithstanding efforts to contact your client for payment, that they have not been paid.

The spreadsheet shows the amount of \$20,117.49 for permit and impact fees, when in fact, receipts show the amount paid was \$20,107.49.

The spreadsheet shows the amount of \$6,801.19 paid to Seaside Engineers, when in fact, the receipts show the amount was \$6,735.50.

While these last two examples are not significant, they are indicative of the deficiencies in your client's work product and accounting.

ROVB never once mentioned a 10% fee. The first time my client's saw that fee was in your letter of January 23, 2020. I am not aware of any Florida statute that provides that the contractor is entitled to any fee for lost profits, when the contractor is in breach of contract.

Attached is a spreadsheet provided by your client on December 4, 2019, which has different figures than those listed in your latest spreadsheet. (See attached)

In your client's spreadsheet of January 8, 2020, provided in our letter of January 31, 2020, it lists a payment to Carter concrete of \$7,650.00, yet in the latest spreadsheet, it lists a payment of \$9,650.00

The latest spreadsheet indicates a lost profit of 10% or \$3,797.00 for a pool and spa that the parties decided would not be built.

The latest spreadsheet includes a fee for \$728.00, when on January 10, 2020, your client stated in response to mine, that the charge was a typo. (See January 10, 2020 email attached)

My client disputes, and/or would request specifics of "Meetings/Site Trips of FP/Engineering meeting/Design details/Client meeting, etc., which appear on the spreadsheet and his email of June 23,

2019. (See attached) The question to be addressed, is that if these meetings did take place prior to, or close to the time that the plans were submitted, then how is it that the flood plan requirements were not solidified?

As previously stated, your client agreed to provide mine with three bids for each subcontractor. Never once were three bids provided to the detriment of my client. One example is the bid by Barker A/C (owned by a cousin of your client) for \$24,000.00, with a contract signed in June 2019. My clients recently received a quote for the work for under \$10,000.00.

Based on my client's calculations, to date, they have paid directly to your client \$80,000.00, \$61,043.51 of which was paid out by your client that my clients agree with. My client's position is that on your client's best day, had he not been in breach of contract, he would be entitled to 20% profit on \$32,184.52, or \$6,436.90. (See payment and cost breakdown attached)

As stated previously, since the home was not completed in a timely fashion, with completion anticipated to be in November 2020, my clients have incurred and will continue to incur costs for furniture storage, RV site rental, and RV trailer storage, in addition to the two trips from Montana at Mr. Kurutz request, which total \$13,081.97, and do not include attorney fees.

In conclusion, it was the actions of your client that led to my client's terminating the contract, including failing to have the plans prepared properly and submitted timely, failing to follow acceptable construction procedures, and failing to keep and provide accurate records. Those actions amount to a breach of contract by your client, which led to my client's termination of the contract. It was your client's responsibility to manage his subcontractors to ensure that the plans were prepared promptly and accurately to avoid unnecessary delay.

Under the circumstances, my clients had no other choice than to terminate the contract.

You state in your last letter, that if the Haley's had allowed ROVB to continue work on the Project, the entire foundation, walls and concrete work would have been completed. It is my client's position that had your client performed the work in a timely and competent fashion, the entire home would have been completed.

The last sentence of the Contract states, "By signing you are agreeing to this agreement/work order and are authorizing ROVB Inc. to act on your behalf in good faith to complete work in a satisfactorily and timely manner." Your client did not complete the work in a good faith, satisfactorily and timely manner.

As stated in our letter of January 31, 2020 please have your client remit the amount of \$30,114.20 owed to my client.

Regards,


William F. Gallése, Esq.

Re: Fwd: Haley res

1 message

Edward Roske <edward@seasideengineers.com>

Thu, Jan 31, 2019 at 2:49 PM

To: Louise Cholette-Haley <lcholettehaley@gmail.com>

Cc: "ROVB, Inc." <john.rovb@gmail.com>, Alan Haley <ahaley.52@gmail.com>

I've attached the draft floor plan with revisions requested. Please note that I will slightly adjust the window placement to try to make it easier to construct (increments of 8" because of block size). Also I put in high windows in the guest bedrooms. These will be something like 48" wide and 20" tall. I think that would work better there instead of a small window crammed into the corner to try to keep it away from a headboard. But I can change it to whatever you desire. Just my 2 cents.

FYI, I'll be out of the office tomorrow.

Edward Roske, PE, LEED AP | Principal Engineer
Seaside Engineers | (772) 202-8008 | edward@SeasideEngineers.com
www.SeasideEngineers.com | www.facebook.com/seasideengineers

— On Thu, 31 Jan 2019 09:26:21 -0500 Louise Cholette-Haley <lcholettehaley@gmail.com> wrote —

Good morning John and Edward,

I'm hoping it is not too late to make two changes, one is I would like to add offset windows in the guest bedrooms on the east walls as well as keeping the windows that were put in at the front and the back of the bedrooms.

The other change which is the bigger one is the placement of the shower. We don't want glass in the shower so I've moved the shower to be along the wall.

Please let me know if it is a problem.

Louise Cholette-Haley

——— Forwarded message ———

From: **louise cholette** <louisecholette@hotmail.com>

Date: Thu, Jan 31, 2019 at 9:22 AM

Subject: Haley res

To: Louise Cholette_Haley <lcholettehaley@gmail.com>

2 attachments

 **Haley Residence - Draft Floor Plan (01-31-2019).pdf**
372K



Louise Cholette-Haley <lcholettehaley@gmail.com>

Re: Draft Floor Plan

1 message

Edward Roske <edward@seasideengineers.com>
To: Louise Cholette-Haley <lcholettehaley@gmail.com>
Cc: "john.rovb" <john.rovb@gmail.com>

Mon, Feb 4, 2019 at 2:55 PM

Ok, no problem; I will move that closer.

I'm moving forward with the rest of the plan now. There will be a revision fee for any substantial changes.

Edward Roske, PE, LEED AP | Principal Engineer
Seaside Engineers | (772) 202-8008 | edward@SeasideEngineers.com
www.SeasideEngineers.com | www.facebook.com/seasideengineers

— On Mon, 04 Feb 2019 14:47:14 -0500 Louise Cholette-Haley <lcholettehaley@gmail.com> wrote —

Looks good Edward, the only thing I would like is for you to move the window in the Master Bathroom shower as close to the back wall as allowable.

Other than that, I think we are good to go!

Louise Cholette-Haley

On Mon, Feb 4, 2019 at 1:10 PM Edward Roske <edward@seasideengineers.com> wrote:

Does this layout work?

Edward Roske, PE, LEED AP | Principal Engineer
Seaside Engineers | (772) 202-8008 | edward@SeasideEngineers.com
www.SeasideEngineers.com | www.facebook.com/seasideengineers

RE: Draft plan

1 message

John Kurutz <john.rovb@gmail.com>

Wed, Feb 20, 2019 at 12:17 PM

To: Louise Cholette-Haley <lcholettehaley@gmail.com>, Edward Roske <edward@seasideengineers.com>

Hello to All, I think it's best to sit briefly for a final review at this stage. Mr. & Mrs. Haley are you free tomorrow at our office and if so what window of time works best for you both?

John A Kurutz
ROVB, inc
john.rovb@gmail.com
Cell 772.538.4000



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From: Louise Cholette-Haley
Sent: Friday, February 15, 2019 6:43 PM
To: Edward Roske
Cc: john.rovb
Subject: Re: Draft plan

Looks good Edward,

Just a couple of things;

The windows in the master bathroom. I am pretty sure at one time you had moved the one in the shower to as close as possible to the far right edge of the house. I thought we had also moved the other window in the master as close to the toilet room as possible as I would like that the counter area for that sink to be bigger and match the adjacent sink/couter area.

Also, don't know if this needs to show on the plans but the front doors I am told need to open out and not in as we are in flood area.

Other than that, I think it is ready to go.

Louise Cholette-Haley

On Fri, Feb 15, 2019 at 4:47 PM Edward Roske <edward@seasideengineers.com> wrote:

I've attached a draft plan of the architectural portion of the house. Please review.

Edward Roske, PE, LEED AP | Principal Engineer

Seaside Engineers | (772) 202-8008 | edward@SeasideEngineers.com

www.SeasideEngineers.com | www.facebook.com/seasideengineers

Re: J37709 Haley Res. Revised Truss files

1 message

ROVB, Inc. <john.rovb@gmail.com>

Fri, May 3, 2019 at 3:40 PM

To: Louise Cholette-Haley <lcholettehaley@gmail.com>

Yes Mam, not trying to predict that we won't have built but want to plan accordingly. I'm waiting to hear back from my cousin John.

I think he'd be very fair especially if we use Barker for a/c work.
But I'll let you know.

John A. Kurutz
ROVB, inc
Cell 772.538.4000
Email: John@rovb.net
Website: rovb.net

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On May 3, 2019, at 3:34 PM, Louise Cholette-Haley <lcholettehaley@gmail.com> wrote:

Hi John,

Thanks for the info, would this be for us to rent since our home will not be ready. Yes we would be interested, how much are we looking at?

Louise Cholette-Haley

On Fri, May 3, 2019 at 3:27 PM ROVB, Inc. <john.rovb@gmail.com> wrote:

No Mam, Edward has made 2 errors that were caught and now they are redesigned but waiting on truss plant to finish.

Made the area larger & higher for dormer window.

On another note, I have a house for you on Date Palm beachside here in Vero. My cousin with Barker owns & it's fully furnished.

We have permit package ready to go though and I'll advise as soon as I have submitted.

How's England??

John A. Kurutz
ROVB, inc
Cell 772.538.4000
Email: John@rovb.net
Website: rovb.net

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On May 3, 2019, at 3:21 PM, Louise Cholette-Haley <lcholettehaley@gmail.com> wrote:

Hello John,

Do you need our approval on this or can you just move forward?

Looks good to us since we are not sure what we are looking at. :)

Louise Cholette-Haley

On Tue, Apr 30, 2019 at 7:58 PM ROVB, Inc. <john.rovb@gmail.com> wrote:
Fyi.

John A. Kurutz
ROVB, inc
Cell 772.538.4000
Email: John@rovb.net
Website: rovb.net

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Begin forwarded message:

From: East Coast Truss <keith@ectfl.com>
Date: April 30, 2019 at 12:20:24 PM EDT
To: Edward Roske Seaside
<edward@SeasideEngineers.com>
Cc: John Kurutz ROVB <john.rovb@gmail.com>
Subject: Fwd: J37709 Haley Res. Revised Truss files

Edward

We where able to do what you asked. Please look at truss A14. Also we where able to get a 5:12 interior vault in the outside entry.

That's huge considering the area. As always do not hesitate to contact me with any concerns. Once I hear back from you I will send for seals and get truss shop paperwork to John.

Thank you,
Keith Geyer
772-200-6452 cell
keith@ectfl.com
East Coast Truss

Sent from my iPhone

We have begun.

1 message

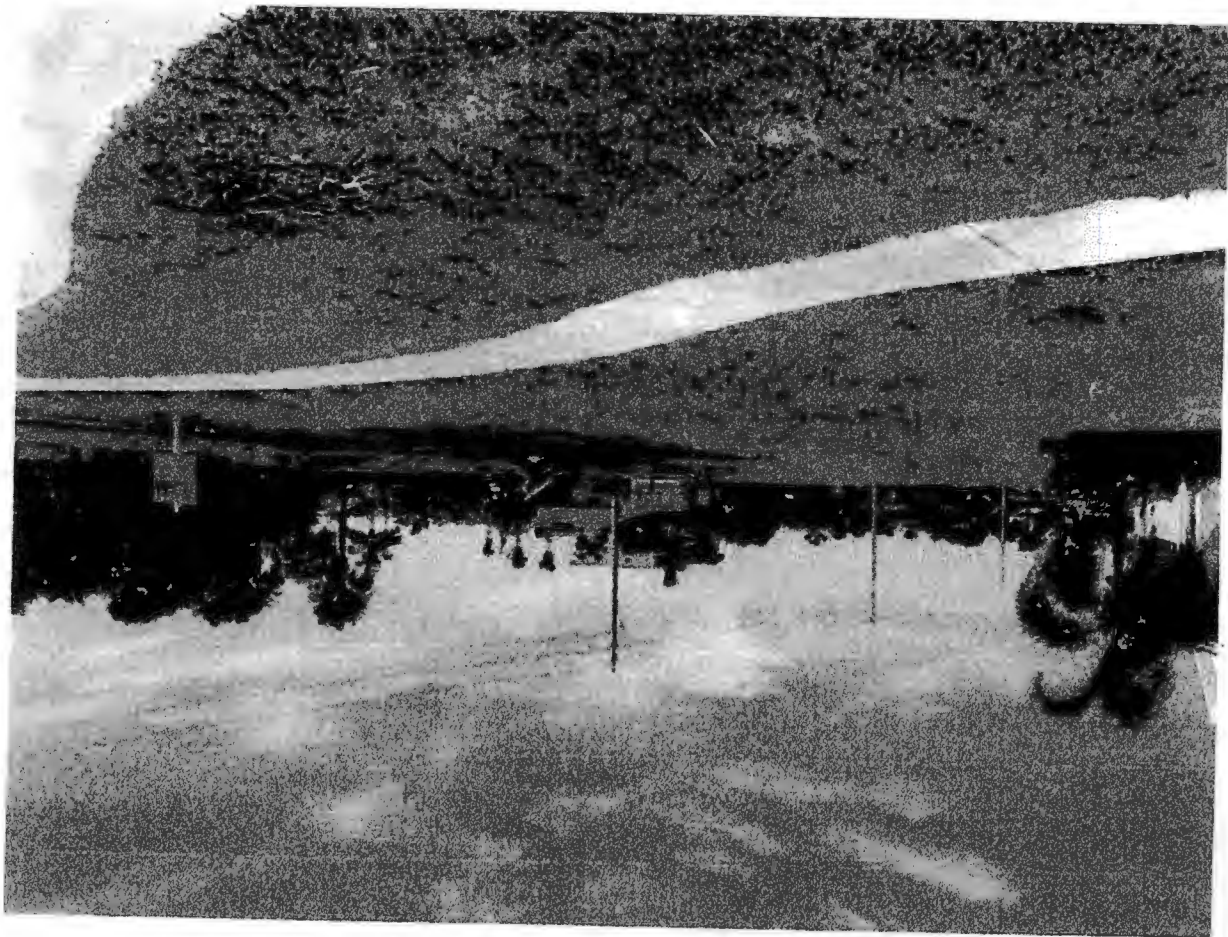
ROVB, Inc. <john.rovb@gmail.com>
To: lcholettehaley@gmail.com, ahaley.52@gmail.com

Fri, Jul 26, 2019 at 2:00 PM

Permit expected any day. I'll send more pics later.

Will update you Monday.







John A. Kurutz
ROVB, inc
Cell 772.538.4000
Email: John@rovb.net
Website: rovb.net

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1981
414
for
by
only



AL
 JOE W. HALEY
 DISE CHOLETTE-HALEY
 1836 BENSCHIRE CIRCLE SW
 VERO BEACH FL 32966
 219-672-1791

NOV 26 2019

2138

R.O.V.B.
 \$23,880.00
 Twenty three thousand eight hundred and eighty
 BANK OF AMERICA

Windows + Door Dep.
 R. O. V. B. Haley

1714 FRANCIS COSTS (1)(3838).xlsx

1 message

john.rovb@gmail.com <john.rovb@gmail.com>
To: ahaley.52@gmail.com, lcholettehaley@gmail.com

Wed, Dec 4, 2019 at 7:24 AM

 **1714 FRANCIS COSTS (1)(3838).xlsx**
14K



Alan Haley <ahaley.52@gmail.com>

Fwd: Haley Residence - January 8th Reconciliation

4 messages

Louise Cholette-Haley <lcholettehaley@gmail.com>
To: Alan Haley <ahaley.52@gmail.com>

Wed, Jan 8, 2020 at 2:06 PM

Louise Cholette-Haley

----- Forwarded message -----

From: <anaa.rovb@gmail.com>
Date: Wed, Jan 8, 2020 at 1:40 PM
Subject: Haley Residence - January 8th Reconciliation
To: <ahaley.52@gmail.com>, <lcholettehaley@gmail.com>
Cc: ROVB, Inc. <john.rovb@gmail.com>

Good afternoon Mr. and Mrs. Haley,

Attached is the latest reconciliation for your review. As always, please feel free to contact our office with any questions. Have a terrific day!

Ana Anderson

Office Manager

ROVB, Inc.

845 Old Dixie Highway

Vero Beach, FL 32960


(772) 217-2693, office

(772) 217-2694, fax

www.rovb.net

2 attachments

image001.gif
3K

 Haley 1-8-20.pdf
573K

Alan Haley <ahaley.52@gmail.com>
To: Louise Cholette-Haley <lcholettehaley@gmail.com>, "ROVB, Inc." <john.rovb@gmail.com>

Fri, Jan 10, 2020 at 1:40 PM

John:

Louise and I had a closer look at the spreadsheet and we were quite surprised that there was a charge for Ron. When you introduced Ron to us it was our understanding that you were hiring him. There was no discussion that we were being charged a surplus for Ron. As you know we are trying to save money as the cost for the house has become way over our budget! We assumed that he was an employee of ROVB and his salary would come out of your 20%. We would not have approved that extra cost had we known.

I've also noticed that not only are we being billed for Ron's hourly wage but we get to pay an additional 20% which again was never discussed or approved by us and maybe that is an error on the spread sheet.

[Quoted text hidden]

john.rovb@gmail.com <john.rovb@gmail.com>
To: Alan Haley <ahaley.52@gmail.com>, Louise Cholette-Haley <lcholettehaley@gmail.com>
Cc: "paul@rovb.net" <paul@rovb.net>

Fri, Jan 10, 2020 at 2:00 PM

Alan, I am just showing actual costs associated with this project. It will be reconciled soon and I'll explain how we come to the bottom line. I will do my best to minimize costs in the parting of ways.

That line is a typo on Ana's part and should be No Fee on anything inhouse such as Windows/Doors. I'll have her change Monday.

Ron will be there Monday morning to meet Southern and we'll continue to update you with Hayhurst etc.

I'm still not completely sure why you're so angry with me but I have to go with it. I've been sending spreadsheets for months now and this is just now being studied?

I hope I made it clear but I want to say it for the record, You will not find anyone that will do it faster in that municipality at this point. I have a years worth of time, trips, costs and misc. that is not even discussed but assumed it's my obligation. So, please be aware that the entire industry is very busy and if you don't find someone

John A Kurutz

ROVB, inc
john.rovb@gmail.com
Cell 772.538.4000

Line Item	Supply of Work	Budget	Actual Cost	Contractor Name	Difference	Payments	Difference	ROVB 24% Fee	Notes
1	Permit/Impact	\$20,000.00	\$19,281.48	94th Contractor	PAID	\$20,117.40	\$0.91	No FEE	
2	House plans/Engineer	\$5,000.00	\$6,080.50	FP & BLC	PAID	\$6,007.18	\$116.09	No FEE	
3	Survey	\$1,500.00	\$0.00	\$916.00 Hayward	\$905.00	\$1,075.00	\$225.00	\$100.00	
4	FI	\$10,000.00	\$9,275.00	Borland/Abercrombie	\$725.00	\$9,275.00	\$0.00	\$1,655.00	
5	Site work	\$1,000.00	\$0.00	\$530.00 KSM Eng & Testing	\$470.00	\$530.00	\$0.00	\$108.00	
6	Masonry Materials & Labor	\$3,000.00	\$52,250.00	\$5,000.00 Carier Concrete	\$500.00	\$7,850.00	\$44,850.00	\$10,500.00	
7	Grading	\$3,375.00	\$3,000.00	\$4,075.00 DJP Contracting Inc.	-\$2,700.00	\$6,075.00	\$0.00	\$1,215.00	
8	Trusses-Materials	\$4,500.00	\$9,500.00	\$9,500.00 E.C. TRUBSES	\$0.00	\$0.00	\$6,500.00	\$1,700.00	
9	Roofing-METAL	\$21,200.00	\$21,200.00	JA Taylor	\$0.00	\$0.00	\$21,200.00	\$4,282.00	
10	TBD	\$0.00	\$0.00	TBD	\$0.00	\$0.00	\$0.00	\$0.00	Koder Installing of W/Ds
11	Windows/Ext Doors Materials	\$39,800.00	\$39,800.00	Commerce/ROVB, Inc	\$1,000.00	\$23,805.00	\$0.00	\$0.00	
12	TBD	\$0.00	\$0.00	TBD	\$0.00	\$0.00	\$21,200.00	\$0.00	
13	Plumbing material & Labor	\$19,800.00	\$21,200.00	\$21,200.00 Southern Plumbing	-\$1,200.00	\$0.00	\$0.00	\$4,250.00	Includes \$1,380 Ckr Hot Water Lines & \$8,400 Fixture Allow
14	Millwork-int. doors, casing, base	\$9,000.00	\$7,900.00	\$10,831.91 East Coast Lumber	-\$1,831.91	\$0.00	\$14,920.00	\$2,126.38	
15	Electrical Materials & LABOR	\$18,000.00	\$14,725.00	\$14,725.00 E&E Electric	\$1,275.00	\$0.00	\$0.00	\$2,944.40	
16	Lighting & Fixtures-Elec.	\$5,000.00	\$0.00	\$0.00 BLDGCO	\$5,000.00	\$0.00	\$21,250.00	\$0.00	
17	Framing-int. d&S&A Sheeting	\$17,000.00	\$16,970.00	\$16,970.00 Ken Keller Const, LLC	\$30.00	\$0.00	\$10,631.91	\$3,394.00	Includes Drying-in, Framing & BUCRS
18	Framing material	\$15,000.00	\$7,843.82	\$7,843.82 EC Lumber	\$7,156.58	\$0.00	\$14,722.00	\$1,968.88	
19	Foam Insulation	\$8,500.00	\$9,216.00	\$0.00 Building Performance Ser.	\$9,500.00	\$0.00	\$16,970.00	\$0.00	
20	Drywall Materials & LABOR	\$11,800.00	\$11,800.00	\$0.00 Kelly Drywall	\$0.00	\$0.00	\$16,970.00	\$0.00	
21	Stucco & Labor-3 rdies ONLY	\$9,000.00	\$9,749.49	\$9,749.49 RB Plaster	\$260.51	\$0.00	\$7,843.82	\$1,749.90	TBD - Entire House is \$23,990.81
22	Garage Doors w/ Labor	\$4,180.00	\$4,180.00	\$4,180.00 Alcoa Garage Doors	\$0.00	\$0.00	\$0.00	\$936.00	
23	Exterior Siding Material & Labor	\$9,500.00	\$0.00	\$0.00 E.C. Lumber	\$9,500.00	\$0.00	\$0.00	\$0.00	Cost TBD
24	HVAC w/ labor & VENTING-Hood	\$21,275.00	\$24,000.00	\$24,000.00 Barish A/C	-\$2,725.00	\$0.00	\$6,749.49	\$4,800.00	Includes 10 Y warranty & exhaust vents
25	Paintal Equipment	\$2,000.00	\$0.00	\$1,720.68 Paintal/Unid	\$1,720.68	\$1,720.68	\$0.00	\$344.16	Compartors & 6yr Roller Rental
26	Termite	\$1,000.00	\$0.00	\$0.00 Hulse Services	\$1,000.00	\$0.00	\$0.00	\$0.00	
27	Materials: Shower, Flooring & Tub/Bath	\$20,000.00	\$0.00	\$0.00 Procources	\$20,000.00	\$0.00	\$0.00	\$0.00	
28	Flooring & Tile-INSTALL	\$16,000.00	\$16,337.00	\$0.00 JT Services	\$16,000.00	\$0.00	\$0.00	\$3,200.00	
29	Appliances-inc. W/D, wine cooler	\$6,000.00	\$6,354.00	\$7,855.00 Jelson's TV & Appliances	\$349.00	\$0.00	\$7,855.00	\$1,531.00	Only One Unit in Bay Center
30	Roll-Up Screening	\$6,500.00	\$6,110.00	\$6,110.00 VH Interiors, Inc.	\$390.00	\$0.00	\$6,110.00	\$1,222.00	TBD
31	Counter tops	\$6,500.00	\$4,500.00	\$4,500.00 Stones of Italy	\$2,000.00	\$0.00	\$4,600.00	\$900.00	Additional \$2,000 if prefer porcelain
32	Kitchen, Bathroom & Laundry-Cabs	\$27,000.00	\$26,842.58	\$26,842.58 Distinctive Cabinetry	\$357.42	\$0.00	\$26,842.58	\$5,328.52	Confirm if Contract Signed Yet
33	Painting-Interior/Exterior	\$13,000.00	\$0.00	\$0.00 Your Painter Plus	\$13,000.00	\$0.00	\$0.00	\$0.00	
34	MISC.-ROVB Hours	\$10,000.00	\$0.00	\$2,782.50 ROVB, Inc.	\$7,237.50	\$0.00	\$2,782.50	\$652.50	Labor Hours (ROV) through 12/31/19
35	L.P. Tank & Gas Lines-Installed	\$8,000.00	\$7,985.81	\$7,985.81 Amerigas	\$14.19	\$0.00	\$7,985.81	\$1,587.16	
36	Well & Pump-Intigation	\$4,500.00	\$0.00	\$0.00 TBD	\$4,500.00	\$0.00	\$0.00	\$0.00	
37	Office/Clerical/Plans/Printing-etc.	\$3,000.00	\$0.00	\$1,224.37 ROVB, Inc.	\$1,776.63	\$0.00	\$1,224.37	\$244.67	
38	POOL & SPA	\$40,000.00	\$37,070.00	\$0.00 Oresta Pools & Spa	\$40,000.00	\$0.00	\$0.00	\$0.00	
39	Landscaping & outside	\$10,000.00	\$0.00	\$0.00 Coast to Coast	\$10,000.00	\$0.00	\$0.00	\$0.00	
40	Builder's RISK Insurance	\$2,018.00	\$2,018.00	\$2,018.00 MS-Insurance Olympus	\$0.00	\$2,018.00	\$0.00	\$0.00	
41	Dumpster & Port-O-Let	\$1,900.00	\$0.00	\$302.42 Reddick	\$1,407.58	\$302.42	\$0.00	\$80.46	
42					\$0.00	\$0.00	\$0.00	0	
43					\$0.00	\$0.00	\$0.00	\$0.00	
44					\$0.00	\$0.00	\$0.00	0	
45					\$0.00	\$0.00	\$0.00	\$0.00	
46					\$0.00	\$0.00	\$0.00	0	
48	Total	\$482,374.06	\$394,271.19	\$333,648.38	\$160,496.39	\$79,443.90	\$258,688.68	\$66,789.58	

20,107.49
6,735.50

530.00
7,650.00
6,075.00

**NO FEE or Not Included in SQ. Ft. Costs
Work in Progress or Contracts Signed



Louise Cholette-Haley <lcholettehaley@gmail.com>

Haley Build: update & draw request

1 message

John Kurutz <john.rovb@gmail.com>

Sun, Jun 23, 2019 at 8:18 PM

To: Alan Haley <ahaley.52@gmail.com>, Louise Cholette-Haley <lcholettehaley@gmail.com>

Cc: John Kurutz <john.rovb@gmail.com>

Hello to you both, here is a brief update of the finances to date and a summary of what to expect. I'm utilizing Paul my business partner & Ron our Superintendent then myself to help the build process go quicker but after talking to guys who are building currently they say expect 6-8 months for best case scenario because the subcontractors being so busy and we are doing a "custom build".

Received Deposit-\$30,000.00 Dec. 18'

Custom Design-Engineering-Blueprints: \$5,668.00 (may have small fees coming still) (not included in build)

Office/Clerical/Plans/Printing: \$647.81

Meetings/Site Trips/City of FP/Engineering meetings/Design details/Client meetings etc.: \$3,300.00

Truss Engineering/Truss Package: \$8,500.00 (ordered)

Builder's Risk Policy: \$1,824.00 (verbal order and will be in place by July 1st)

Estimated Permit Fee: \$4,600.00

Estimated IMPACT FEE's: \$16,000.00 (\$13,000.00 S. L. County & \$3,000.00 City of FP not included in build costs as of yet)

6/21/19—(\$10,539.81)

Draw Request: \$50,000.00

6/24/19 Balance Forward: \$39,460.19

Please text first then I'll call you tomorrow late morning when available to do a wire transfer and I'll have the banking information for you.

As I have mentioned we are going to submit a foundation permit to get things going by the end of the week and it will have added costs to start the project sooner then waiting on the entire build permit.

I think we should discuss setting up a couple dates to come for decisions and to select pool & deck, flooring, plumbing & electric fixtures, cabinets, colors etc.. I'd say early August then maybe September before you return in October. BTW, how far did you get with the list of places to visit before you left?

1st List:

These are most of the vendors I use or have used but I am not necessarily using until I review quotes, costs and availability. This will help facilitate get information quickly.

A. Pinky Young

Ferguson Bath, Kitchen & Lighting Gallery

C: 407-619-2889

E: Pinky.Young@Ferguson.com

www.ferguson.com/builder

B. Prosource: See Mary-Set appt. first

1506 90th Ave. 772.205.6693 tile & flooring

C. Stones of Italy: hardsurfaces &/or flooring See Mike

4646 US1 772.299.7560

D. Jetson's Appliance: See Josh

1231 20th Street Rt. 60 772.567.3200

E. Lighting etc.: lightingdirect.com or BUILD.com great sites—your pick

F. Atlantic Hardscapes: See Tim 6251 N. US1 Ft. Pierce 772.466.4055

G. ABCO garage Doors: See Frankie 670 8th Ct. 772.567.9098

Millwork: East Coast Lumber See Ty Fannin

Please respond with any questions to this email on line items or details for my own records. Thank you,
Enjoy your evening and I'll talk to you tomorrow. 😊

John A Kurutz
ROVB, inc
john.rovb@gmail.com
Cell 772.538.4000



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1714 Francis Ct.Follow up

6 messages

ROVB, Inc. <john.rovb@gmail.com>

Fri, Jan 17, 2020 at 5:03 PM

To: Alan Haley <ahaley.52@gmail.com>, Louise Cholette-Haley <lcholettehaley@gmail.com>

Cc: anaa.rovb@gmail.com, Ron Kromhout <kromhoutron@gmail.com>, Paul Grzymkowski <paul.rovb@gmail.com>

Hello Alan, I saw I missed a call but no message. I'm out of town until Sunday but I wanted to let you know a few things. I have still not heard from Hayhurst but followed up with them again and haven't heard or seen a response. I spoke to Chris Carter and he said he's back on Monday & will produce an invoice and the steel should be delivered any day as it was ordered last week.

Have you made a decision on your new contractor or any idea on transfer of permit yet? I'll have a termination letter & released next week for all involved. I've asked the City to send us the document needed too.

John A. Kurutz
ROVB, Inc
Cell 772.538.4000
Email: John@rovb.net
Website: rovb.net

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Alan Haley <ahaley.52@gmail.com>

Sat, Jan 18, 2020 at 4:29 AM

To: "ROVB, Inc." <john.rovb@gmail.com>

when was the steel ordered?
We stopped all work on the 13th!
Alan Haley
[Quoted text hidden]

ROVB, Inc. <john.rovb@gmail.com>

Sat, Jan 18, 2020 at 7:29 AM

To: Alan Haley <ahaley.52@gmail.com>

Cc: Ron Kromhout <kromhoutron@gmail.com>

I'll ask Chris, the week prior you had wanted to continue the process even confirming Ron be there for plumbing rough and not slow anything down. So, Chris would have assumed that he needed to get steel ordered but I'll check & let you know.

John A. Kurutz
ROVB, inc
Cell 772.538.4000
Email: John@rovb.net
Website: rovb.net

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1714 Francis Ct.Follow up

Alan Haley <ahaley.52@gmail.com>

Mon, Jan 20, 2020 at 8:30 PM

To: "ROVB, Inc." <john.rovb@gmail.com>, Louise Cholette-Haley <lcholettehaley@gmail.com>

John,

I agree with you about coming to a reasonable agreement. We would like nothing more.

The rough plumbing was done on the 13th when I asked you to cease all work on our property ,so I am not sure how Ron was told the week of the 6th.

Our agreement was 20% of the work done and I am willing to honor that.

We were told by you at the beginning of this project that we would be done around Christmas 2019, we were also asked to plan on a couple of trips to Florida from Montana this past summer to meet with Kitchen/flooring, and finishers so that everything would be ready for the fall of 2019 for the finishing work We made 2 trips that were very costly and completely unnecessary. We have also had to arrange for alternative accommodations that we were not planning on.

Louise and Edward at Seaside agreed on a plan in April of 2019. No physical work on our property was started until we received our permit in early November of 2019 and from then to now there has been no more than 10 to 12 days of work because of Thanksgiving and the Christmas holiday season.

What we know is that we agreed with Seaside on a plan in April, there were many permit revisions with the city of Fort Pierce because the plans did not meet Fort Pierce's codes. We spoke with Fort Pierce and they said that every time there was a revision, the entire permit approval process was re-started. I would say that is the responsibility of the Contractor and Engineer/Architect to know and meet the city codes.

In the past 2 months, when work was done, I observed some issues in the process. When I tried to discuss them with you, I was met with aggravation, impatience and I would say disrespect.

This has been a very difficult and frustrating process for us and we would like nothing more than to come to a resolution. Asking for full payment on work not done is not something that we would agree to.

Alan.

[Quoted text hidden]

Shaun Coss

From: Maura Stokes
Sent: Tuesday, March 24, 2020 3:35 PM
To: John.rovb@gmail.com
Cc: City Clerk; Shaun Coss
Subject: ROVB, Inc. - City of Fort Pierce - Registered/Specialty Competency Card Application
Attachments: City of Fort Pierce - Competency Card Application - Registered Contractor.pdf; List of Credit Reporting Agencies - for reference only.pdf

*****Please REPLY TO ALL to expedite a response from one of our team members*****

Good afternoon Mr. Kurutz,

A review of our records indicates that your business, ROVB, Inc. was incorrectly classified as a State Certified Contractor, when in fact you are a State Registered Residential Contractor. To continue doing business in the City of Fort Pierce, we require that you complete the attached Registered Contractor Application and submit the requisite documentation as indicated on the attached. Please read the instructions and requirements thoroughly and note there are some items that need to come directly from the entities listed and can NOT be accepted from the qualifier.

I have included a list of credit agencies that can assist you with acquiring a credit check. The complete application must be submitted by 5 p.m. on the 1st Tuesday of each month.

The Board of Examiners for Contractors meeting normally takes place on the 2nd Tuesday of each month at 9 a.m. However, due to COVID-19, all City of Fort Pierce Meetings have been postponed. When the meetings resume, it will be helpful for you to attend in case there are any questions regarding your application by the Board.

Please **REPLY TO ALL** if you have any questions.

Best Regards,

Maura Stokes | Deputy City Clerk | City of Fort Pierce

City Clerk's Office

Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



Licensee Details

Licensee Information

Name: **KURUTZ, JOHN A. (Primary Name)**
ROVB, INC. (DBA Name)

Main Address: **845 OLD DIXIE HWY**
VERO BEACH Florida 32960

County: **INDIAN RIVER**

License Mailing:

LicenseLocation: **845 OLD DIXIE HIGHWAY**
VERO BEACH FL 32960

County: **INDIAN RIVER**

License Information

License Type: **Registered Residential Contractor**

Rank: **Reg Residential**

License Number: **RR282811695**

Status: **Current,Active**

Licensure Date: **10/27/2008**

Expires: **08/31/2021**

Special Qualifications **Qualification Effective**

Construction Business **10/27/2008**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
ROVB, INC.

Filing Information

Document Number	P07000081411
FEI/EIN Number	26-0637464
Date Filed	06/25/2007
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/13/2018
Event Effective Date	NONE

Principal Address

845 Old Dixie Hwy
Vero Beach, FL 32960

Changed: 01/30/2020

Mailing Address

845 Old Dixie Hwy
Vero Beach, FL 32960

Changed: 01/30/2020

Registered Agent Name & Address

KURUTZ, JOHN A
845 Old Dixie Hwy
Vero Beach, FL 32960

Name Changed: 04/30/2009

Address Changed: 01/30/2020

Officer/Director Detail

Name & Address

Title PRESIDENT, Treasurer

KURUTZ, JOHN
845 Old Dixie Hwy
Vero Beach, FL 32960

Title VP, Secretary

KURUTZ, JESSICA A
1025 Olde Doubloon Drive
Vero Beach, FL 32963

Annual Reports

Report Year	Filed Date
2018	01/16/2018
2019	01/09/2019
2020	01/30/2020

Document Images

01/30/2020 -- ANNUAL REPORT	View image in PDF format
01/09/2019 -- ANNUAL REPORT	View image in PDF format
11/13/2018 -- Amendment	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
02/22/2017 -- ANNUAL REPORT	View image in PDF format
11/07/2016 -- Name Change	View image in PDF format
02/04/2016 -- ANNUAL REPORT	View image in PDF format
03/06/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
04/25/2013 -- ANNUAL REPORT	View image in PDF format
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04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
06/25/2007 -- Domestic Profit	View image in PDF format

Mar 25, 2020 8:47:46 AM EDT
File Edit List Commands Help
BROWSE FOR CONTRACTOR

Contractor Name Search

Name	Number	Type	License Nbr/error Message
ROVB, INC.	47826	RSRR	20 00030616

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Exit
Cancel
Display all
Subset

MW