

BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION

In the Matter of:)
Barry Houseal, Non-Registrant)
BLH2, Inc., Non-Registered Firm)
Non-Registrant)
Respondent)

Case No.: P16-021

CONSENT AGREEMENT
and
ORDER OF DISCIPLINE

In the interest of a prompt and judicious resolution of the above-captioned matter before the Arizona State Board of Technical Registration ("Board") and consistent with the public interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party, Barry Houseal, Non-Registrant, ("Respondent"), BLH2, Inc., Non-Registered Firm and the Board enter into the following Recitals, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

1. Respondent has read and understands this Consent Agreement and has had the opportunity to discuss this Consent Agreement with an attorney, or has waived the opportunity to discuss this Consent Agreement with an attorney.

2. Respondent understands that he has a right to a public administrative hearing concerning this case. He further acknowledges that at such formal hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives his right to such an administrative hearing, as well as rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action concerning the matters set forth herein.

3. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

1 4. Respondent understands that this Consent Agreement or any part of the
2 agreement may be considered in any future disciplinary action by the Board against him.

3 5. The Consent Agreement, any record prepared in this matter, all investigative
4 materials prepared or received by the Board and all related exhibits and materials, are
5 public records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this
6 Consent Agreement and may be retained in the Board's files pertaining to this matter.

7 6. Respondent understands this Consent Agreement deals with Board case
8 number P16-021 involving allegations that Respondent engaged in conduct that would
9 subject him to discipline under the Board's statutes and rules. The investigation into
10 these allegations against Respondent shall be concluded upon the Board's adoption of
11 this Consent Agreement.

12 7. Respondent understands that this Consent Agreement does not constitute a
13 dismissal or resolution of any other matters currently pending before the Board, if any,
14 and does not constitute any waiver, express or implied, of the Board's statutory authority
15 or jurisdiction regarding any other pending or future investigation, action or proceeding.

16 8. Respondent also understands that acceptance of this Consent Agreement does
17 not preclude any other agency, subdivision, or officer of this State from instituting any
18 other civil or criminal proceedings with respect to the conduct that is the subject of this
19 Consent Agreement.

20 9. Respondent acknowledges and agrees that, upon signing this Consent
21 Agreement and returning this document to the Board's Executive Director, he may not
22 revoke his acceptance of the Consent Agreement or make any modifications to the
23 document regardless of whether the Consent Agreement has been signed on behalf of the
24 Board. Any modification to this original document is ineffective and void unless
25 mutually agreed by the parties in writing.

26 10. This Consent Agreement is subject to the approval of the Board and is
27 effective only when accepted by the Board and signed on behalf of the Board. If the
28 Board does not accept this Consent Agreement, the Board retains its authority to hold a

1 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the
2 Board does not approve this Consent Agreement, it is withdrawn and shall be of no
3 evidentiary value and shall not be relied upon nor introduced in any action by any party,
4 except that the parties agree that should the Board reject this Consent Agreement and this
5 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced
6 by its review and discussion of this document or any records relating thereto.

7 11. If a court of competent jurisdiction rules that any part of this Consent
8 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement
9 shall remain in full force and effect.

10 12. Respondent understands that any violation of this Consent Agreement may
11 result in disciplinary action, including suspension or revocation of the registration under
12 A.R.S. § 32-150.

13 13. Respondent agrees that the Board will adopt the following Findings of Fact,
14 Conclusions of Law and Order.

15 **FINDINGS OF FACT**

16 1. The Board is the duly constituted authority for the regulation and control of
17 the practice of Professional Engineering in the State of Arizona.

18 2. Respondent is not registered with the Board as a Professional Engineer.

19 3. Respondent firm is not registered with the Board.

20 4. Board records indicate Respondent was granted registration as a Professional
21 Engineer in December 1978.

22 5. In or around June 1986, Respondent's registration as a Professional Engineer
23 was cancelled by the Board.

24 6. In or around August 2015, Respondent entered into an agreement with the
25 company, Judge Netting, to provide structural calculations for a steel pole netting project
26 at Heritage Academy, Laveen, AZ.

27 7. On or about August 17, 2015, Respondent signed and sealed a set of
28 structural calculations for the Heritage Academy project. On this professional document,

1 Respondent used an Arizona seal that does not conform to Board rules and did not
2 display a date of expiration. This document also displayed Respondent's California
3 Registered Engineer seal. These documents were subsequently submitted to the City of
4 Phoenix for review.

5 8. On or about September 18, 2015, the Board received a complaint from a
6 Registered Engineer at the City of Phoenix Planning and Development Department,
7 alleging that Respondent submitted sealed structural calculations to the City for
8 permit/plan review for the Heritage Academy project. The allegor stated that she was
9 unable to locate Respondent as a registrant with the Board through the database on the
10 Board's website and that Respondent's Arizona seal did not appear to be in compliance
11 with Board standards. The allegor indicated that the project was denied by the City due
12 to structural concerns.

13 9. On or about October 26, 2015, the Board received additional documents from
14 the City of Phoenix for the Heritage Academy project. The documents were for a second
15 submittal review for the project and appear to be identical to the first submittal, however,
16 the second submittal was signed and sealed by Zeyn Uzman, P.E. #37789, Respondent's
17 Arizona seal was removed. The allegor stated that this submittal was also denied as it
18 was identical to the first submittal.

19 10. On or about November 10, 2015, the Board received Respondent's written
20 response to the allegations. In his response, Respondent wrote that after being notified by
21 the City of Phoenix that his Arizona registration had expired, he had an Arizona
22 Reregistered Engineer (Zeyn Uzman, who is not Respondent's employee) review his
23 calculations and seal them using his Arizona stamp. Respondent further stated that his
24 Arizona renewal should have been handled by an assistant in his firm, but that he takes
25 responsibility for failing to renew his Arizona registration.

26 11. On or about November 18, 2015, Board staff received correspondence from
27 Respondent in which he stated he did another similar project in the City of Scottsdale in
28 which Uzman sealed his calculations.

1 CONCLUSIONS OF LAW

2 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq,
3 including A.R.S. § 32-106.02(A).

4 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
5 pursuant to A.R.S. § 32-121, in that Respondent practiced a board regulated profession
6 without registration.

7 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline
8 pursuant to A.R.S. § 32-145(1), in that Respondent practiced, offered to practice or held
9 himself out as qualified to practice Engineering, without registration0.

10 4. The conduct alleged in the Findings of Fact constitutes grounds for discipline
11 pursuant to A.R.S. § 32- 141, in that Respondent's firm engaged in the practice of
12 Engineering without registration with the Board and the services offered were not under
13 the responsible charge of a registered principal.

14 5. The conduct alleged in the Findings of Fact constitutes grounds for discipline
15 pursuant to A.R.S. § 32-145(2), in that Respondent displayed a device that indicated to
16 the public that Respondent was registered to practice a Board regulated profession,
17 without registration.

18 6. The conduct alleged in the Findings of Fact constitutes grounds for discipline
19 pursuant to A.R.S. § 32-125(D), in that Respondent caused the illegal use of a registrant's
20 seal, signature or stamp on documents prepared by the Respondent, a non-registrant.
21

22 ORDER

23
24 Based on the foregoing Findings of Fact and Conclusions of Law, the Board issues
25 the following Order:

26 1. ASSURANCE OF DISCONTINUANCE. Respondent shall not practice, offer
27 to practice, or by any implication hold itself out as qualified to practice Engineering as
28 defined by A.R.S. § 32-101.B(17) until such time as the Respondent is registered by the
Board and is in full compliance with the Board's Statutes and Rules. Respondent's firm,

1 shall not engage in the practice, offer to practice or by any implication hold itself out as
2 qualified to practice engineering as defined by A.R.S. § 32-101.B(17), and shall not
3 display any card, sign or other device that may indicate to the public that it is a registered
4 professional engineering firm or is qualified to practice as such in the State of Arizona
5 until such time as the Respondent's firm has been granted registration by the Board or is
6 in full compliance with the Board's Statutes and Rules.

7 2. CIVIL PENALTY. Within ninety (90) days from the effective date of this
8 Consent Agreement, Respondent shall pay a civil penalty of Five Thousand Dollars
9 (\$5000.00). Payments are to be submitted to the Board by cashier's check or money order
10 made payable to the Arizona State Board of Technical Registration, according to the
11 provisions of A.R.S. § 32-106.02(A).

12 3. COST OF INVESTIGATION. Within ninety (90) days from the effective date
13 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to
14 the Board in the amount of Four Hundred Fifty Three Dollars (\$453.00) by certified
15 check or money order made payable to the State of Arizona Board of Technical
16 Registration, according to the provisions of A.R.S. § 32-128(H).

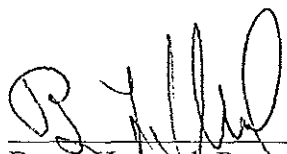
17 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date
18 the Respondent and Board sign the Consent Agreement. If the dates are different, the
19 effective date is the later of the two dates.

20 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
21 complying with this Consent Agreement.

22 ACCEPTED and ORDERED this 15 day of December, 2015.

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25 E. Leroy Brady, Chairman
26 Arizona State Board of
27 Technical Registration

28 Consent Agreement and Order, No. P16-021 accepted this 30th day of
November 2015.


Barry Houseal, Respondent

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ORIGINAL filed this 15 day of
DECEMBER, 2015, with:

Arizona State Board of Technical Registration
1110 W. Washington, Suite 240
Phoenix, AZ 85007

COPY of the foregoing mailed via Certified Mail
No. 7015 1660 0000 1489 5122 and

First Class mail this 16 day of DECEMBER, 2015, to:

Barry Houseal
BLH2, Inc.
33 Sarteano Dr.
Newport Coast, CA 92657

By: 