BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION

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

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

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

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

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

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

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

10. This Consent Agreement is subject to the approval of the Board and is effective only when accepted by the Board and signed on behalf of the Board. If the Board does not accept this Consent Agreement, the Board retains its authority to hold a
formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced in any action by any party, except that the parties agree that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or any records relating thereto.

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

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

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

**FINDINGS OF FACT**

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

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

3. Respondent firm is not registered with the Board.

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

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

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

7. On or about August 17, 2015, Respondent signed and sealed a set of structural calculations for the Heritage Academy project. On this professional document,
Respondent used an Arizona seal that does not conform to Board rules and did not display a date of expiration. This document also displayed Respondent's California Registered Engineer seal. These documents were subsequently submitted to the City of Phoenix for review.

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

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

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

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

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

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

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

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

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

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

ORDER

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

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

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

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

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

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

ACCEPTED and ORDERED this 15 day of December, 2015.

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

Consent Agreement and Order, No. P16-021 accepted this 30 day of November 2015.
ORIGINAL filed this 15th 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 1160 0000 1499 5122 and
First Class mail this 16th day of December, 2015, to:

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

By: [Signature]