

DISCIPLINARY ACTIVITY OF THE BOARD (CONT.)

In the Matter of The McClure Corporation dba McClure Engineering Associates, CA 3447, Philip J. Wentz, P.E. 23340 and Scott A. Moseley, P.E. 22204, Case No. 2016-003 Through Consent: McClure Engineering Associates offered and/or practiced engineering in the State of Oklahoma without a Certificate of Authorization. Therefore, the firm was found **Guilty**, assessed an administrative penalty of \$1,000., and **Reprimanded**. Scott A. Moseley, P.E. and Philip J. Wentz, P.E. aided and assisted McClure Engineering Associates in the unlicensed practice of engineering without a Certificate of Authorization. Each were found **Guilty**, assessed an administrative fine of \$1,000, and **Reprimanded**.

In the Matter of MJM Architects, LLC, CA 4993 and Larry J. Griffith, P.E. 21555, Case No. 2016-007 Through Consent: MJM Architects, LLC offered and/or practiced engineering in the State of Oklahoma without a Certificate of Authorization. The firm was found **Guilty**, assessed an administrative penalty of \$750, and **Reprimanded**. Larry J. Griffith aided and assisted MJM Architects, LLC in the unlicensed practice of engineering without a Certificate of Authorization. Therefore, he was found **Guilty**, assessed an administrative fine of \$750.00, and **Reprimanded**.

June 30 – July 1, 2016

In the Matter of Dennis R. Key, P.L.S. 1476, Case No. 2014-099 Through Consent: Dennis R. Key, P.L.S. pled guilty to one felony count of bank fraud in the United States District Court for the Western District of Missouri, in a scheme to defraud various banks, conducted in his role as a construction manager for a real estate developer, in which he and a co-conspirator prepared false, inflated bills and invoices in the names of subcontractors, presented them for payment, and deposited payments received into accounts opened in the name of an entity he and his co-conspirator controlled, diverted some of the funds obtained to his land surveying business, and in all obtaining by fraud the sum of \$567,676. For his plea of guilty to the felony crime of bank fraud, and for engaging in dishonest, unethical or unprofessional conduct of a character likely to deceive, defraud or harm the public, Dennis R. Key was found **Guilty** and his P.L.S.

Certificate of Licensure No. 1476 was **Suspended** until such time as he completes his full period of incarceration and fulfills all terms of his federal sentencing. Further, Mr. Key was ordered to complete the On-Line Education for Land Surveyors in Surveying Ethics course offered by the Department of Surveying Engineering, New Mexico State University. Once these terms have been met, Mr. Key may apply for re-instatement of his PLS Certificate of Licensure in Oklahoma.

In the Matter of Marshall Surveying Company, CA 2261/ James B. Marshall, P.L.S. 113, Case No. 2015-075 Through Agreement: James B. Marshall has **Surrendered** his P.L.S. Certificate of Licensure No. 113 to the Board in lieu of administrative action. This provision requires that he shall be permanently barred from reissuance of a Certificate of Licensure as a Professional Land Surveyor in the State of Oklahoma.

In the Matter of Sahoma ControlWare, LLC and Justin R. Dean, Case No. 2016-009; Through Consent: Sahoma ControlWare, LLC offered and/or practiced engineering in the State of Oklahoma without a Certificate of Authorization. Therefore, the firm was found **Guilty**, assessed an administrative penalty of \$6,000, and ordered to immediately **Cease and Desist**. Justin R. Dean, by virtue of a written "Engineer Profile" included in the Professional Services Agreement which was signed by Mr. Dean, claimed to be a Professional Engineer in both the disciplines of Electrical and Control Systems, and further claimed to be a degreed engineer with a B.S, M.S. and PhD in Electrical Engineering as well as a PhD in Computer Science. Mr. Dean admitted that all of these claims were false. Further, Mr. Dean admitted to obtaining two rubber type seals and one crimp style seal reading "Justin R. Dean, Oklahoma Licensed Professional Engineer 19792". P.E. Number 19792 belongs to another professional engineer in the state of Oklahoma with the last name of Dean, who is no relation to Justin R. Dean and has no culpability in this case. Justin R. Dean was found **Guilty** of offering and practicing engineering in the state of Oklahoma without a P.E. Certificate of Licensure to do so. Mr. Dean was assessed an administrative penalty of \$6,000, and ordered to immediately Cease and Desist.

COMPLIANCE WITH THE OKLAHOMA TAX COMMISSION REQUIRED FOR RENEWAL OF ALL PROFESSIONAL LICENSES...

Oklahoma Statutes require that a licensee must be in compliance with the Oklahoma Tax Commission to qualify to renew their professional license. If you are notified by the tax commission that you are in non-compliance, please act immediately. The Board does not have the authority to waive this requirement, so CONTACT THE OKLAHOMA TAX COMMISSION if you are notified.

THE PATH TO COMPLIANCE



Bruce Pitts, P.L.S.

Protecting Yourself While Protecting the Public

A quick review of the titles of the enforcement articles written for this publication reveals a consistent emphasis on signing and sealing issues. And for good reason. The public trusts engineers and surveyors, and those seals and signatures are outwardly recognizable symbols that do carry meaning to those who rely on the documents produced by our licensees. But do you, your client and reviewing authorities all have the same understanding of what they mean? If not, adding qualifying words to the plans may be necessary for self-protection and for the protection of the health, safety, welfare and property of the public.

The licensing statute is clear on the meaning of the signature and seal: "Whenever the seal is applied, the document must be signed by the licensee thereby certifying that he or she is competent in the subject matter and was in responsible charge of the work product." Board Rules further state that "...the licensee accepts full responsibility and liability for the professional work represented hereon." Those official definitions are fine as far as they go, but do they completely convey to your client or to a governmental agency an accurate representation of the standard of care that was achieved or what work was actually done?

This question of explaining what work was actually done was answered long ago for surveyors because lending institutions, title insurance companies and governmental agencies had specific needs and uses for surveys and often created their own certification language for surveyors to sign. Those certificates proved to be beneficial to both surveyors and their clients because all the interested parties know exactly what was done, what standards were met, and the limits of the surveyor's responsibility.

The same however is not generally true for engineers. While engineers are often asked for specific certification language for a particular use, just applying the signature and seal to a set of plans without certificate language is still the most common practice. This probably dates back to a time when there was much more face to face communication between engineers, clients and approving authorities and all parties knew exactly what was required and what standards were being met. The client had every reason to rely on the work as being complete, thoroughly researched, performed to any applicable codes and prepared in a manner that would protect the health, safety, property and welfare of any affected party. Even the licensing statute confirmed the closeness of the relationships between the parties because referring to the seal it stated "No further words or wording are required."

Due in part to the construction model changing from a one stop shop to involvement by several different subcontractors, the implicit understanding about what the signature and seal applied to engineering drawing actually means does seem to have changed. The burden is now on the engineer to be sure that the signed and sealed drawings that have been submitted to a client do convey exactly what was intended.

The following example will illustrate when failure to fully define what the engineer actually was asked to do led to misrepresentation and misunderstanding. A General Contractor hired a licensed engineer and requested that engineer to review, sign and seal the metal building plans prepared by a metal building manufacturer to be approved by the Authority Having Jurisdiction (AHJ). The requested work was limited to certification that the metal building design criteria was compliant with the local building codes; but, since there was no language on the plans to that effect, anyone reviewing the plans would have assumed the engineer who signed and sealed the plans had also designed the structure including the mechanical and electrical components. The engineer has therefore either unintentionally or intentionally assumed the liability for the entire set of plans, and the AHJ has issued permits based on a false assumption. **(continued on next page).**