

## **Engineering Law and Ethics**

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### **Handling Ethical Issues in Professional Engineering Practice**

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## **A. Watching the Bottom Line: Identifying and balancing economic pressures in design and construction**

Engineers are faced with ethical dilemmas on a daily basis. Fortunately, many engineers make well-reasoned choices and are never subjected to the topics that this paper addresses. However, with the globalization of the construction industry, new businesses and clients increasingly contact Louisiana engineers requesting engineering services. Economic demands of a client or the engineer are never a substitute for professional conduct or judgment. In fact, the Louisiana Professional Engineering and Land Surveying Board (the “Board”) promulgated certain rules that require enforcement of a code of professional conduct for all licensees. As a licensed professional, an engineer is not primarily obligated to the needs of her clients, but to the public at large.

### **§2501. Scope; Knowledge; Definition of Licensee**

A. In order to safeguard life, health and property, to promote the public welfare, and to establish and maintain a high standard of integrity and practice, the following rules of professional conduct shall be binding on every licensee. These rules of professional conduct deal primarily with the relationship between licensees and the public, and should not be construed as a substitute for codes of ethics of the various professional and technical societies.<sup>1</sup>

### **§2503. Licensees**

A. Licensees shall hold paramount the safety, health, property and welfare of the public in the performance of their professional duties.

B. Licensees shall at all times recognize that their primary obligation is to protect the safety, health, property, and welfare of the public. If their professional judgment is overruled by nontechnical authority, they will clearly point out the consequences, notifying the proper authority of any observed conditions which endanger public safety, health, property and welfare.

C. Licensees shall approve and seal only those design documents and surveys which are safe for public health, property, and welfare, which are complete and accurate, which are in conformity with accepted engineering and land-surveying standards or practice, and which conform to applicable laws and ordinances.<sup>2</sup>

As licensed professionals, engineers are responsible for the design services they render to the public. Evidence of this acceptance of responsibility for their design services is found in the use of the professional's seal upon plans, specifications and reports. All states mandate the use of a prescribed professional seal upon the engineer's plans and drawings. Such a seal clearly identifies to the public the design professional responsible for the design services.

A typical engineer's seal includes the design professional's name, profession, and license number. Louisiana requires the seal to include the state emblem, the pelican, in the seal.

#### **B. Integrating new technologies: identifying and balancing the benefits and risks**

The construction industry is a dynamic environment requiring that design professionals keep up with technology and products. In particular, your clients require the use of new products, technology, energy performance guidelines, and even, green construction techniques. Green construction is a unique trend, and while this paper will not solely address green design and construction issues, that topic is a great example for reinforcing the need to always use professional judgment and proper due diligence.

Your clients expect timely and complete recommendations based upon engineering experience and principles. Failing to perform adequate due diligence of new technology or products can lead to professional liability issues.

For example, the primary issues with any green project center around certification and resulting tax credits, energy savings, and other benefits that an owner seeks to gain when building green. Initial questions that could come to mind for the design professional seeking to guide her client through the relatively uncharted waters of green construction include the following: What, if any, certification is required? Is any party guaranteeing a level of certification? What is required to achieve the certification? Who is responsible for maintaining

the necessary documentation to support the certification sought? What are the potential damages to an owner if the certification is delayed or denied? If certification is delayed, who will be liable? If the means, methods, and materials specified to achieve a green certification result in construction delays, defects or disruptions, who will be liable? All of these questions require the use of due diligence to thoroughly investigate the product and identify the issues so that the right products or technology can be properly utilized with any limitations or assumptions expressly disclosed.

Understanding and familiarizing oneself with the provisions of the governing contract is the first step to avoiding potentially disastrous consequences later in the construction process.

While all construction contracts should clearly define the contractor's performance obligations, with respect to the green construction and Leadership in Energy and Environmental Design ("LEED") certification, the expectations related to performance can be even more complicated. One of the biggest risks for any party on green construction projects is inadvertently undertaking green performance obligations. Accordingly, one of the biggest contractual landmines for a designer or contractor would be any provision providing a warranty or guarantee of LEED certification or other specific green results.

A Maryland lawsuit, *Shaw Development, LLC v. Southern Builders, Inc.*, is considered by many to be the first green building litigation, and it demonstrates the dangers associated with not clearly defining performance obligations with respect to LEED certification.<sup>3</sup> In *Shaw Development*, the owner filed a countersuit against its general contractor alleging breach of contract and negligence and seeking — among other damages — \$635,000.00 in lost tax credits under Maryland's tax credit green building program.<sup>4</sup> The lawsuit arose out of the construction of a condominium complex project in Crisfield, Maryland.<sup>5</sup> The construction included green

design features that were intended achieve a LEED Silver certification — which was required for the tax credits under Maryland’s tax credit green building program.<sup>6</sup>

In its pleading, the owner alleged that the Project Manual and Scope of Work required the general contractor “to construct an environmentally sound ‘Green Building,’ in conformance with a ‘Silver Certification Level according to LEED Rating System,’ . . .”<sup>7</sup> For the contract, the parties used the AIA Document A101™-1997, but only the Project Manual referenced LEED Certification.<sup>8</sup> Section 1.2(D) of the Project Manual stated, in relevant part:

The Work consists of the following: . . .

Project is designed to comply with a Silver Certification Level according to the U.S. Green Building Council’s Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Division 1 Section “LEED Requirements.”<sup>9</sup>

This provision in the Project Manual, however, appears to be the only reference to LEED certification in the contract.<sup>10</sup> This begs the question of the culpability of the designer for properly coordinating the specifications.

While the parties appeared to have settled their dispute out of court, contractors and designers should take away an important lesson from *Shaw Development* — beware of language referencing green certification.<sup>11</sup> In attempting to hold the contractor liable for lost tax credits, the owner appears to have relied solely on the provision in the Project Manual stating that the Project was designed “to comply with a Silver Certification Level . . .”<sup>12</sup> While the contractor would almost certainly argue that this language did not require performance obligations related to LEED certification, this allegation could have been avoided altogether had the contractor insisted on a provision in the contract disclaiming or further defining responsibility for achieving Silver Certification.<sup>13</sup>

Under an energy savings performance contract, an owner contracts with a contractor to install energy savings measures that the contractor guarantees will produce specific energy savings. Such energy-savings measures may include a variety of goods and services, including the modification or replacement of heating or air-conditioning systems, low-energy lighting, building insulation, and roofing. The federal government and a growing number of state and local governments have enacted specific laws authorizing and encouraging energy savings performance contracting by public entities. Governments may encourage energy savings performance contracting by providing financing alternatives to public entities — which are ultimately tied to the guaranteed future energy savings — and sometimes relaxing competitive bidding requirements for public projects.

Interwoven with the risks of undertaking performance obligations are the risks of undertaking a project without having control over design issues. For example, a green construction contract may require the use of certain specified products or materials that are environmentally friendly. But these specified products could cause numerous problems on a project like delays due to limited availability, discontinued production, or poor quality of a product. Moreover, the engineer should take precautions to truly investigate and document all of these product issues before recommending their inclusion in a specification or drawing.

### **C. The Board's Basic Authority**

A threshold issue as to whether a design professional has ran afoul of a particular state's disciplinary rules is to ascertain the definition of the activities and conduct authorized by such licensed professions. Only by an understanding of the parameters of a design profession can an initial inquiry or analysis be made as to whether questionable conduct is a violation of a state's professional rules. Most states have similar general definitions of "architecture" and

“engineering,” with different levels of specificity of particular activities encompassed within these terms.

### *1. Engineering*

The practice of engineering is generally defined by most states to be the rendering of services that require education and specific knowledge of mathematics, physics and engineering services for the investigation, evaluation, planning and design in connection with buildings, structures, utilities, machines or equipment.<sup>14</sup> Louisiana defines an engineer as “an individual who, by reason of his special knowledge and ability to apply the mathematical, physical, and engineering sciences and the principles and methods of engineering analysis and design, acquired by an engineering education and engineering experience, is qualified to practice engineering, as evidenced by his licensure as such by the board.”<sup>15</sup>

### *2. Exception to the Practice of Architecture and Engineering*

The issue of an architect rendering professional services that is engineering in nature, and vice versa, is treated differently by a number of states. Louisiana allows an architect to perform engineering work that is incidental to the practice of architecture.<sup>16</sup> Given the range of treatment the states accord architects and engineers in connection with the performance of professional service in the other profession, special care should be taken to avoid a claim of practicing a design profession without a license in the respective field.

### *3. Offering Services/Advertising/Marketing Issues*

Since the lay public generally lacks the education and experience possessed by engineers in construction matters, the Board focuses on protecting the public in its interaction with design professions. Activities in which states regulate the design professionals’ contact with the public,

includes the advertising and marketing of these professional services. Care is taken by the states to ensure that no unfair practices, misleading claims or deception is practiced by engineers.

As an initial matter, almost all states prohibit an individual from utilizing the title “engineer” unless specifically licensed by the Board.<sup>17</sup> These statutes prevent an engineer, duly licensed in one state, from entering into another state in which he is not licensed and representing, or implying that he is an engineer in that state.

Louisiana considers an individual to be practicing or offering to practice engineering who represents himself as a professional engineer in any advertisement, writing or verbal statement.<sup>18</sup> Simply representing oneself or being able to perform engineering services constitutes the practice of engineering in Louisiana.<sup>19</sup>

Following the above restrictions, in advertising of design professional services, states limit the ability to reference the rendering of architectural or engineering services to individuals specifically licensed in those respective professions. Also prohibited in advertising by design professional is false, exaggerated or misleading information, including unsubstantiated claims of superiority.<sup>20</sup> Use of such advertising by a design professional is deemed to be professional misconduct.

Included with the regulation of advertisement of design services by engineers are the rules concerning the name of the design professional’s firm. In order to avoid both confusion and misleading the public as to a firm’s capacity and experience, sole practitioners are required to use the singular form of “Engineer” in its respective firm name.<sup>21</sup> In Louisiana,<sup>22</sup> the plural use of the word “Architect” or “Engineer” can only be used where the firm includes at least two individuals licensed by the state.

#### 4. *Practicing Across State Lines*

To the extent that an exemption to licensure registration does not apply, an individual can only offer to perform in-state engineering services if duly licensed by that state. While obtaining licensure in a different state is always an option, some design professionals may only have occasion to work in a particular state on a very limited, or “one off” situation. Most states have enacted procedures that allow either temporary permits for performing professional services in their states, or ease in the process for obtaining reciprocal licensure. However, there is no uniform procedure utilized by all states.

Louisiana accepts for licensure an individual with an engineering license from a state or territory of the United States which have requirements not in conflict with Louisiana licensing provisions and which were not of a standard lower than Louisiana’s licensing requirements.<sup>23</sup>

##### 5. *Signing and Sealing*

States vary as to the exact documents on which the professional seal will be affixed. Final plans, specifications and reports are typically to be sealed by the licensed professional. Louisiana law specifically bars any state, parish or city official charged with enforcement of construction laws, from accepting any plans or specifications requiring a commercial, or multi-family residential, construction permit that are not stamped. However, certain types of drawings and projects do not require a seal. For example, in Louisiana sewage facilities with capacity less than 3000 gallons per day and individual/private water wells are examples of work exempt from the sealing requirement.<sup>24</sup> While a professional’s seal is to be affixed to final documents, drafts are usually not required to be stamped. Instead, some states require that all drafts be conspicuously marked as “drafts”.<sup>25</sup>

One major source of disciplinary proceedings against licensed design professionals is the misuse of the professional’s seal. A common violation of disciplinary rules occurs where a

professional affixes his seal to an engineering plan which was prepared by someone else. Most states allow an engineer to affix his seal to a drawing which was prepared by someone else under the professional's direct supervision. The real problem occurs when a professional affixes his seal to a plan which he did not prepare or was not prepared under his direct supervision. Such conduct is known as "rubber stamping" and is prohibited by most states.<sup>26</sup>

#### *6. Ethical Rules/Professional Rules of Conduct*

The standard typically utilized by state licensing boards in measuring whether a design professional's conduct is subject to disciplinary action is the respective state's professional ethical rules. Every state has enacted either its own rules and/or incorporated by reference model codes of ethics and professional conduct. A violation of the professional rules of conduct is conduct that can result in a disciplinary proceeding by the Board.

While not an ethical rule, the various states' requirements for continuing education are a rich source of disciplinary proceedings. Licensed professionals are typically required to certify completion of continuing education requirements as a condition to license renewal. This false certification can lead to revocation of a professional license. An additional source of disciplinary sanctions arises from an adjudication of a licensed professional's violation of a foreign state's ethical rules.<sup>27</sup> Upon the imposition of such sanction in the foreign state, the licensed professional is required to report such sanction on all renewal forms or applications for licensure in all other states in which a license is held. However, there are occasions where an action is a sanctionable offense in one state and not sanctionable in another, e.g. New York's prohibition against a licensed professional firm for doing business as a general business corporation is not necessarily prohibited in other states.<sup>28</sup>

## 7. *Types of Licenses*

In order to practice as a design professional in any given state, an architect or engineer must first obtain a license from the applicable regulatory board.

In addition to requiring licenses for every individual practicing architectural or engineering within its borders, the various states regulate the manner in which licensed professionals conduct their business. All states recognize an individual's ability to practice as a sole proprietor. The multitude of entities that architects and engineers can conduct their business include (i) a partnership, (ii) a professional corporation, (iii) a limited liability partnership, (iv) a limited liability professional partnership, (v) a limited liability professional company, and (vii) a corporation. There is a wide difference between states as to what business entity is valid for an architectural or engineering firm within each state.<sup>29</sup> Louisiana allows for the practice of engineering by any of the above enumerated business entities with the exception of a normal, or non-professional, corporation.

## D. **Disciplinary Proceedings**

The grounds for disciplinary action and the disciplinary procedures vary considerably from state to state. However, disciplinary actions usually arise out of wrongful conduct by the licensed person in violation of the applicable state's laws governing the practice of architecture or engineering. With that in mind, we will attempt to document some of the more widely used proceedings. But make sure that you consult with experienced counsel in a particular jurisdiction or research the particular board's rules of procedure before engaging in a defense of a design professional.

Generally, a person initiates a complaint against a licensee or non-licensee by executing a form or sworn affidavit outlining the detailed summary of the facts alleging violations of

particular rules governing the practice of engineering. The complaint should also be accompanied by any documentary evidence related to the violation, e.g. copies of plans, plats, contracts, letters, reports, or other documents and should identify the names, addresses and positions of people who should also have knowledge of the allegations. Some boards publish sample complaint forms to aid in initiating the disciplinary process.<sup>30</sup> Each board is composed of appointed licensed professionals who assist on matters relating to both licensing issues and professional conduct.

Upon receipt, the Board's staff investigators will review the complaint and the evidence provided. The review ensures jurisdiction over the person named in the complaint and the alleged violation(s). If the complaint is technical in nature, the Board can engage a consultant to assist in the investigation.

The Board may also conduct internal reviews of complaints before notifying the licensee or non-licensee. In Louisiana, the Board maintains a complaint review committee made up of at least three members of the Board that can prefer charges against licensees and non-licensees given a two-thirds vote of the board members serving on the complaint review committee.<sup>31</sup>

Within most board's procedures, if the complaint centers on a violation that is within the board's jurisdiction, the investigator sends an initial letter to the licensee or non-licensee against whom the complaint was filed. The letter provides notice of the complaint and may request documents, seek an interview, or solicit a response from the alleged violator addressing the alleged violations. The letter usually identifies the source of the complaint, the potential violation(s), citing the specific laws and/or rules violated along with a request for a rebuttal of the complaint. On average, three weeks is allowed for a response.

This is usually the stage where an attorney is retained by the design professional to assist in the preparation of a response and other defense strategies. We suggest that counsel make a phone call to the investigator about the engagement with a discussion regarding the time needed to respond to the letter and the preliminary status about requested documents. During the call, counsel should request a copy of the actual complaint or affidavit that triggered the investigation, if one was not provided with the initial notice letter. Then counsel should follow up the call with a letter describing the agreements made during the phone conference.

Just like preparation of an answer to a suit, counsel for the design professional should take the time to interview the client and its staff to determine a time line of relevant events and gather relevant documents that evidence potential violations and/or defenses to the violations. Once all of the evidence is gathered, counsel should then compare it to the alleged violation in order to advise the client how best to proceed in the disciplinary action; either by negotiating a settlement or defending against the claim and requesting a hearing.

If the initial complaint was made by sworn affidavit, then the response should also be in the form of a sworn affidavit from witnesses with knowledge about the alleged violation, should respond to each of the facts outlined in the complaint or affidavit, and describe the facts that provide any allowable defenses. The affidavits should also authenticate, identify and attach any relevant documents used in support of the response.

The Board rules require that a licensee comply with all board requests for information and documents in order to maintain his license making subpoenas unnecessary.<sup>32</sup> Upon receipt of the response, the Board's investigator reviews the provided information and determines if the case should be recommended for dismissal or identifies violations and proposes sanctions. If

violations are identified based upon the response, most investigators will next offer a Consent Order or Stipulated Settlement. A Consent Order or Stipulated Settlement is a written agreement between the parties in which the person charged admits to certain violations and agrees that a particular disciplinary order may be imposed. The document will usually describe the fine and any administrative costs associated with the complaint.

If the decision is made by the design professional to sign and return the Consent Order, the executed Consent Order is then recommended for adoption by the Board at its next meeting. The Board will then review the Consent Order and vote to either approve or deny it. After the meeting, the investigator will notify the licensee or non-licensee of the Board's action and inform him of the sanction and/or administrative penalty imposed.

If the dispute cannot be resolved by an agreement between the parties, then a hearing will be scheduled. The hearing is akin to a trial of a civil dispute, but each state has different procedures governing the hearing. The Board conducts hearings before the full board or a hearing committee made of board members designated by the board.<sup>33</sup>

In Louisiana, the Board, or a designated hearing committee, conducts the hearing after personally serving or mailing the hearing notice to the last known address of the charged party at least thirty days before the date fixed for hearing.<sup>34</sup> At any hearing, the charged party shall have the right to appear in person, or by counsel, or both, to cross-examine witnesses in his defense, and to produce evidence, and witnesses in his defense. If the charged party fails or refuses to appear at the hearing, the board or the hearing committee may proceed to hear and determine the validity of the charges, much like obtaining a default judgment in court.<sup>35</sup> If, after the hearing, a majority of the entire board membership authorized to participate in the proceeding vote in favor

of sustaining the charges, the Board may take disciplinary action against the charged party.<sup>36</sup> In addition to censure, suspension, forfeiture, or other penalty, the Board may assess all reasonable costs incurred in connection with a disciplinary proceeding, including investigators', stenographers', and attorneys' fees in conjunction with any other disciplinary action taken.<sup>37</sup> The assessment of costs may be considered disciplinary action.<sup>38</sup>

In most states, a charged party aggrieved by any disciplinary action taken by the board may appeal to a state district court. Accusations, acquittals and final decisions are a matter of public record and are available upon request by contacting the boards. Generally, the disciplinary process, from the receipt of the complaint until a final decision is rendered generally takes one to two years if a case goes to hearing.

#### **E. Impacts of Consent Decree or Adverse Decision**

Many design professionals maintain licenses in more than one state. If the design professional is licensed in multiple states and agrees to, or is found guilty of, violating the licensing laws in one state, the other states' licensing boards will also exact their pound of flesh from the design professional. This probability must be discussed with the design professional prior to agreeing to a consent order or stipulated settlement.

Most states have a disciplinary rule which provides that an adjudicated sanction in another state can result in the imposition of sanctions in that state. This becomes relevant for design professionals that are licensed in multiple states. Upon renewal of professional licenses, the design professional must disclosure all disciplinary sanctions imposed since the prior license renewal. Such disclosure triggers a separate investigation to determine whether the out-of-state sanctioned conduct constitutes a violation of in the in-state's disciplinary rules. Moreover, as set

forth in the various states' renewal application forms, the failure to disclose the imposition of out-of-state sanctions serves as an independent basis for disciplinary action against the design professional. For example, in Louisiana engineering board's rules provides as follows:

The refusal of the licensing authority of another state, territory, or district of the United States to issue or renew a license, permit, or certificate to practice engineering or land surveying, or the revocation, suspension, or any other disciplinary action imposed on a license, permit, or certificate issued by such licensing authority, on grounds other than nonpayment of a licensure fee, or a finding by such licensing authority that a person has engaged in the unlicensed practice of engineering or land surveying, provided that the reason for the action taken by the other licensing authority was recognized by the Louisiana board as a ground for disciplinary action at the time the action was taken.<sup>39</sup>

Given the stress associated with defending against a licensing issue, an attorney is well advised to fully discuss with the design professional the potential loss of business reputation resulting from the imposition of a disciplinary sanction, whether by a consent order or adjudication.

#### **F. Licensing rules for Expert Witness Services**

Design professionals that provide forensic or expert witness services can also be subject to board discipline as the offering or providing of such services has been defined to be the practice of engineering in many jurisdictions. In Louisiana, the engineering licensing board promulgated a code of professional conduct that specifically regulates expert witness services.<sup>40</sup> In particular, these code sections provide:

E. Licensees shall be objective and truthful in all professional reports, statements or testimony. The licensee shall include all relevant and pertinent information in such reports, statements or testimony.

F. When serving as an expert or technical witness before any court, commission, or other tribunal, licensees shall express an opinion only when it is founded upon adequate knowledge of the facts in issue, upon a background of technical competence in the

subject matter, and upon honest conviction of the accuracy and propriety of the licensee's testimony.

G. Licensees shall issue no statement, criticisms, or arguments on engineering or land surveying matters connected with public policy which are inspired or paid for by an interested party, or parties, unless the licensee has prefaced the comment by explicitly identifying the licensee's name, by disclosing the identities of any party or parties on whose behalf the licensee is speaking, and by revealing the existence of any pecuniary interest the licensee may have in the instant matters.<sup>41</sup>

#### **G. Insurance Coverages Available**

Finally, a design professional facing a disciplinary proceeding can gain some solace in the fact that his professional liability insurance policy will likely provide some coverage in the defense of such actions. While unfortunately not included in all policies, most professional liability policies cover disciplinary or regulatory proceeding resulting from an act, error or omission in the performance of the professional's services. This coverage is afforded on a claims-made basis within the policy period and is typically not subject to a deductible. However, the coverage is usually limited to a maximum amount specified in the policy's definition of disciplinary expenses. The monetary amount of coverage varies by insurance company. The policies also vary as to whether the coverage is afforded directly or through reimbursement to the insured. Additionally, most insurance carriers do not include or cover any fines imposed as a result of the disciplinary proceeding.<sup>42</sup>

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<sup>1</sup> La. Admin. Code tit. 46, § 2501 (2015).

<sup>2</sup> La. Admin. Code tit. 46, § 2503 (2015).

<sup>3</sup> See generally, Counter-Complaint, Shaw Development, LLC v. Southern Builders, Inc., No. 19-C-07-011405 (Somerset County Cir. Ct. filed Feb. 16, 2007) [hereinafter Counter-Complaint]; see also Stephen Del Percio, *Shaw Development v. Southern Builders: The Anatomy of America's First Green Building Litigation*, Green Buildings NYC, Aug. 20, 2008, <http://www.greenbuildingsnyc.com/2008/08/20/the-anatomy-of-americas-first-green-building->

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litigation/ (last visited Feb. 4, 2009) (discussing *Shaw Development* and the lessons to be learned as well as identifying the lawsuit as “America’s First Green Building Litigation”).

<sup>4</sup> See e.g., Counter-Complaint ¶ 10; see also Del Percio, *supra* note 3 (discussing the Counter-Complaint and Maryland’s green building tax credit program).

<sup>5</sup> Counter-Complaint ¶¶ 1, 3.

<sup>6</sup> Counter-Complaint ¶ 10; see also Del Percio, *supra* note 3 (explaining the Maryland green building tax credit program and that the project included green design features “intended to support an application to USGBC for a LEED Silver rating.”).

<sup>7</sup> Counter-Complaint ¶ 10.

<sup>8</sup> See *id.*, Ex. A-B.

<sup>9</sup> *Id.*, Ex. B § 1.2.

<sup>10</sup> See generally, Counter-Complaint.

<sup>11</sup> See e.g., Del Percio, *supra* note 3 (“[I]t appears the matter has since settled out of court.”).

<sup>12</sup> See Counter-Complaint, ¶ 10, Ex. B § 1.2.

<sup>13</sup> See Del Percio, *supra* note 3 (suggesting that the parties should have better specified the contractor’s responsibilities). While the contractor in *Shaw Development* could have insisted on contractual language disclaiming performance obligations related to achieving LEED Certification, the owner could have just as easily insisted on language requiring the contractor to guarantee and warrant Silver Certification Level.

<sup>14</sup> See e.g., N.J.S.A. § 45:8-28(b); N.J.A.C. § 13:40-1.3; Tex. Occ. Code Ann. C § 1001.003; W.S. § 33-29-201(vii); N.Y. Educ. Law § 7201.

<sup>15</sup> La. Rev. Stat. Ann. § 37:682 (4).

<sup>16</sup> La. Rev. Stat. Ann. § 37:141(3).

<sup>17</sup> See e.g., La. Rev. Stat. Ann. § 37:145.

<sup>18</sup> La. Rev. Stat. Ann. §§ 37:682(4), (12).

<sup>19</sup> *Id.*

<sup>20</sup> See e.g., La. Rev. Stat. Ann. § 37:698(11).

<sup>21</sup> See e.g., 46 La. Admin. Code Pt. LXI § 1505.

<sup>22</sup> 46 La. Admin. Code Pt. LXI § 1507.

<sup>23</sup> La. Rev. Stat. Ann. § 37:693(B)(2)(b).

<sup>24</sup> 46 La. Admin. Code Pt. LXI § 2701(4)(c).

<sup>25</sup> N.J.A.C. 13:40-8.1(f); California § 6735.

<sup>26</sup> See e.g., La. Rev. Stat. Ann. § 37:152(B).

<sup>27</sup> N.J.A.C. § 13:40-3.5(a)(13).

<sup>28</sup> See e.g., 22 Tex. Admin. Code § 1.61; Tex. Occ. Code Ann. B § 1001.405(a); Cal. Bus. & Prof. Code § 5535.1; Cal. Bus. & Prof. Code § 6738(a).

<sup>29</sup> 50-state Survey of Firm Licensure Requirements for Architectural and Engineering Firms , 1st Edition – Published January 2015

<sup>30</sup> See e.g. <http://www.lapels.com/Enforcement/Affidavit.pdf> for lay-parson information regarding the complaint process and linking to sample complaint forms

<sup>31</sup> La. Rev. Stat. Ann. § 37:698 (D) & 700 (D); 46 La. Admin. Code Pt. LXI §§ 707(E) and (E)(10).

<sup>32</sup> See e.g. La. Rev. Stat. Ann. § 37:698(A)(10) provides that a Louisiana engineering licensee must provide requested information within 30 days of request.

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<sup>33</sup> See e.g. La. Rev. Stat. Ann. § 37:698 (D) & 700 (D); 46 La. Admin. Code Pt. LXI §§ 707(E) and (E)(10).

<sup>34</sup> La. Rev. Stat. Ann. § 37:698(G).

<sup>35</sup> Id.

<sup>36</sup> La. Rev. Stat. Ann. § 37:698(H).

<sup>37</sup> La. Rev. Stat. Ann. § 37:698(J).

<sup>38</sup> Id.

<sup>39</sup> La. Rev. Stat. Ann. § 37:698(A)(7).

<sup>40</sup> 46 La. Admin. Code Pt. LXI § 2503.

<sup>41</sup> Id.

<sup>42</sup> See e.g., Navigators Insurance Company (NAV DLP 1001 NY (01 10); The Travelers Companies, Inc. (PTC-1001 Ed. 11-08); Beazley Group (F00120 08 2008 Ed).