

**LOUISIANA PROFESSIONAL ENGINEERING
AND LAND SURVEYING BOARD
9643 BROOKLINE AVENUE, SUITE 121
BATON ROUGE, LOUISIANA 70809-1443
(225) 925-6291**

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|--------------------------|---|-------------------------|
| IN THE MATTER OF: |) | CASE NO. 2015-40 |
| |) | |
| ELMER JONES, P.E. |) | |
| |) | |
| RESPONDENT |) | |
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| |) | |
| |) | |

CONSENT ORDER

The Louisiana Professional Engineering and Land Surveying Board [hereinafter the “Board”], by and through its Executive Director, pursuant to authorization by the Board, and Elmer Jones, P.E. [hereinafter “Respondent”] hereby agree to the following:

At all times material hereto, Respondent was licensed in the State of Louisiana as a professional engineer, number PE-17246. At all times material hereto, EJA Partners, LLC [hereinafter “EJA”] was licensed in the State of Louisiana as a professional engineering firm, number EF-4613. At all times material hereto, Respondent was the supervising professional, owner, manager and an employee of EJA.

An investigation was opened based upon the Board’s receipt of an Affidavit of Complaint which suggested that Respondent and EJA may have committed various violations of the Board’s laws and/or rules in connection with their practice of engineering in Louisiana. The investigation disclosed that on or about October 14, 2014 EJA entered into a contract [hereinafter the “Contract”] with Central City Commercial Center, LLC [hereinafter “Central City”] to provide engineering services in connection with the construction of a 10,000-square foot shopping center in Central, Louisiana, Pursuant to the Contract, EJA was required to (a) provide to Central City, within 30 to 40 days of an initial payment of \$10,500, preliminary engineering plans sufficient to obtain an appraisal and bank approval and (b) complete, within 75 days of the initial payment, all other engineering work necessary to obtain a building permit and begin construction.

On or about October 14, 2014 Central City paid to EJA the \$10,500 initial payment, and then on or about December 15, 2014 Central City paid to EJA a \$5,000 advance towards the amount which was to be due to EJA when the engineering plans were completed and ready for

permitting department approval. However, Respondent and EJA (a) failed to provide to Central City appropriate preliminary engineering plans sufficient to obtain an appraisal and bank approval and (b) failed to appropriately complete the other engineering work necessary to obtain a building permit and begin construction.

In 2015 Respondent and EJA did eventually prepare and provide to Central City some preliminary engineering plans in connection with the project, however those documents did not contain the requisite preliminary work disclaimer and Respondent's name and license number. In 2015 Respondent and EJA did eventually prepare and provide to the city permit department and to Central City some completed engineering plans in connection with the project, however those documents did not contain Respondent's Louisiana professional engineer seal and signature.

La. R.S. 37:698(A)(6), *to wit* LAC Title 46:LXI§2701(A)(4)(a)(i), require licensees to affix their seal, sign their name, and place the date of execution on all engineering documents that have been issued by the licensee to a client or any public or governmental agency as completed work. La. R.S. 37:698(A)(6), *to wit* LAC Title 46:LXI§2701(A)(4)(b)(i), require that all preliminary documents (a) be so marked in large bold letters, (b) contain a statement that the documents are not to be used for construction, bidding, recordation, conveyance, sales or as the basis for the issuance of a permit and (c) bear the name and license number of the licensee and the firm's name, if applicable. La. R.S. 37:698(H) permits the Board to take disciplinary action against persons who violate La R.S. 37:698(A)(6), *to wit* LAC Title 46:LXI§2701(A)(4)(a)(i) and 2701(A)(4)(b)(i), upon a finding of guilt following the preferral of charges, notice and hearing and a majority vote of its entire membership authorized to participate in the proceeding. La. R.S. 37:698(A)(6), La. R.S. 37:698(H), and LAC Title 46:LXI§2701(A)(4)(a)(i) and 2701(A)(4)(b)(i) were in effect at all times material hereto.

It is undisputed that **(a)** on or about October 14, 2014 EJA entered into a contract with Central City to provide engineering services in connection with the construction of a 10,000-square foot shopping center in Central, Louisiana; **(b)** pursuant to the Contract, EJA was required (i) to provide to Central City, within 30 to 40 days of an initial payment of \$10,500, preliminary engineering plans sufficient to obtain an appraisal and bank approval and (ii) to complete, within 75 days of the initial payment, all other engineering work necessary to obtain a building permit

and begin construction; **(c)** on or about October 14, 2014 Central City paid to EJA the \$10,500 initial payment, and then on or about December 15, 2014 Central City paid to EJA a \$5,000 advance towards the amount which was to be due to EJA when the engineering plans were completed and ready for permitting department approval; **(d)** Respondent and EJA failed to provide to Central City appropriate preliminary engineering plans sufficient to obtain an appraisal and bank approval and failed to appropriately complete the other engineering work necessary to obtain a building permit and begin construction; **(e)** the preliminary engineering plans issued by Respondent and EJA did not contain the requisite preliminary work disclaimer and Respondent's name and license number, and **(f)** the completed engineering plans issued by Respondent and EJA did not contain Respondent's professional engineer seal and signature.

By letter dated April 12, 2017, the Board gave notice to Respondent that it was considering the preferral of charges against Respondent on the grounds that Respondent may have violated **(a)** La. R.S. 37:698(A)(6), *to wit* LAC Title 46:LXI§2701(A)(4)(a)(i), relative to sealing, signing and placing the date of execution on all engineering documents that have been issued by the licensee to a client or any public or governmental agency as completed work, and **(b)** La. R.S. 37:698(A)(6), *to wit* LAC Title 46:LXI§2701(A)(4)(b)(i), relative to placing the appropriate disclaimer on all preliminary documents, along with the licensee's name, license number and firm name.

Wishing to dispense with the need for further disciplinary action and to conclude the instant proceeding without further delay and expense, for the purpose of this proceeding only, Respondent and the Board do hereby enter into this Consent Order, in which Respondent of his own free will consents to the issuance of a Consent Order by the Board, wherein Respondent agrees to **(a)** pay a fine of one thousand and no/100 (\$1,000.00) dollars, **(b)** pay administrative costs of pay administrative costs of one thousand nine hundred ninety-five and 34/100 (\$1,995.34) dollars, **(c)** successfully complete the Board's online Louisiana Laws and Rules Quiz, **(d)** successfully complete the Board's online Louisiana Professionalism and Ethics Quiz, **(e)** place the appropriate disclaimer on all preliminary documents, along with his name and license number, **(f)** seal and sign all engineering documents which he issues to a client or governmental agency as completed work unless specifically exempted by applicable law or rule and **(g)** the publication of this Consent Order on the Board's website and a summary of this

matter in the Board's official journal, the *Louisiana Engineer and Surveyor Journal*, and the reporting of this matter to the National Council of Examiners for Engineering and Surveying (NCEES), identifying Respondent by name.

Respondent admits that his conduct as set forth above constitutes violations of the above referenced laws and/or rules as stated herein. Respondent acknowledges awareness of said laws and/or rules and states that he will comply with all applicable laws and rules henceforth. Respondent has been advised of his right to be represented by counsel before the Board and/or to appear at any hearing personally or by counsel and present witnesses and evidence in his own behalf, he hereby waives this right and his right to appeal, and he states affirmatively that he has been afforded all administrative remedies due him under the law. Respondent further acknowledges awareness of the fact that the signed original of this Consent Order will remain in the custody of the Board as a public record and will be made available for public inspection and copying upon request.

Therefore, in consideration of the foregoing and by signing this Consent Order, Respondent does hereby waive his right to a hearing before the Board, to the presenting of evidence and witnesses on its behalf, to Findings of Fact and Conclusions of Law in this case, and to judicial review of this Consent Order.

Respondent hereby represents that **(a)** he fully understands the meaning and intent of this Consent Order, including but not limited to its final and binding effect, **(b)** he has voluntarily entered into this Consent Order and that no other promise or agreement of any kind has been made to or with him by any person whatsoever to cause the execution of this instrument, and **(c)** the sanctions set forth in this Consent Order do not prevent the Board from taking further disciplinary or enforcement action against Respondent on matters not specifically addressed in this Consent Order.

WHEREFORE, the Louisiana Professional Engineering and Land Surveying Board and Respondent agree that:

1. Respondent shall pay a fine of one thousand and no/100 (\$1,000.00) dollars, which shall be tendered to the Board by certified check payable to the Board, due upon the signing of this Consent Order; and

2. Respondent shall pay administrative costs of pay administrative costs of one thousand nine hundred ninety-five and 34/100 (\$1,995.34) dollars, which shall be tendered to the Board by certified check payable to the Board, due upon the signing of this Consent Order; and

3. Respondent shall successfully complete the Board's online Louisiana Laws and Rules Quiz with a score of 90% or higher and return it to the Board within sixty (60) days of the effective date of this Consent Order; and

4. Respondent shall successfully complete the Board's online Louisiana Professionalism and Ethics Quiz with a score of 90% or higher and return it to the Board within sixty (60) days of the effective date of this Consent Order; and

5. Respondent shall place the appropriate disclaimer on all preliminary documents, along with his name and license number; and

6. Respondent shall seal and sign all engineering documents which he issues to a client or governmental agency as completed work unless specifically exempted by applicable law or rule; and

7. This Consent Order shall be published on the Board's website and a summary of this matter shall be printed in the official journal of the Board, the *Louisiana Engineer and Surveyor Journal*, and reported to the National Council of Examiners for Engineering and Surveying (NCEES), identifying Respondent by name; and

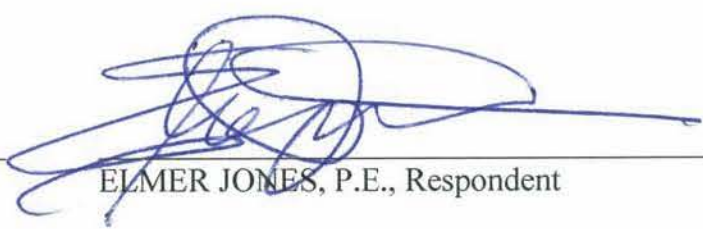
8. This Consent Order shall not become effective unless and until it is accepted and signed by and on behalf of the Board. Should the Board not accept and sign this Consent Order, it is agreed that presentation of this matter to the Board shall not prejudice the Board or any of its members, staff, attorneys or representatives from further participation, consideration, or resolution of any further proceedings herein.

LOUISIANA PROFESSIONAL ENGINEERING
AND LAND SURVEYING BOARD

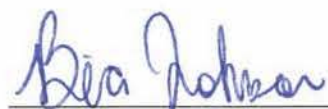
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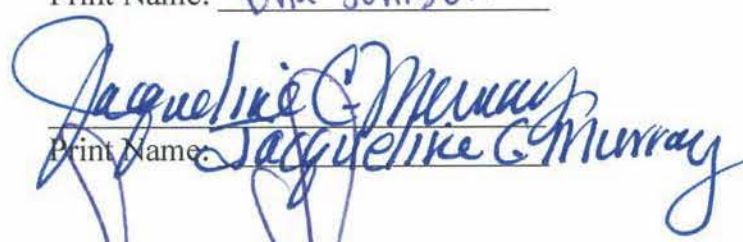
BY: Donna D. Sentell
DONNA D. SENTELL, Executive Director

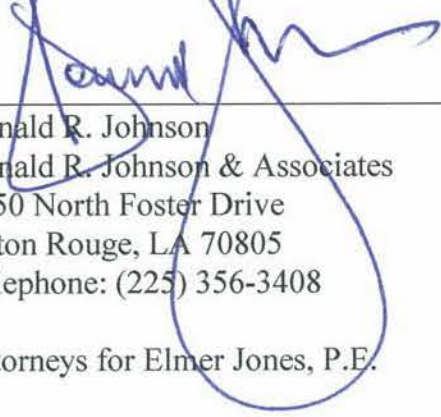
DATE: 7/31/2017


ELMER JONES, P.E., Respondent

Witnesses to the signature of
Elmer Jones, P.E.


Print Name: Bria Johnson


Print Name: Jacqueline G. Murray

Approved by:


Ronald R. Johnson
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