BEFORE THE
BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation against:	)	
	)	
KOLADI MUTHERI KRIPANARAYANAN 3505 Camino Del Rio South #332 San Diego, CA 92108	)))	Case No. 850-A
	)	
Civil Engineer License No. C 34055 Structural Engineer License No. S 2654,	))	
	)	
Respondents.	)	
	)	

DECISION

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Board for Professional Engineers and Land Surveyors as its Decision in the above-entitled matter.

This Decision shall become effective on December 24, 2010.

IT IS SO ORDERED November 17, 2010.

Original Signed

BOARD FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS
Department of Consumer Affairs
State of California

EDMUND G. BROWN JR.
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LINDA K. SCHNEIDER
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Attorneys for Complainant

BEFORE THE
BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **KOLADI MUTHERI KRIPANARAYANAN** **3505 Camino Del Rio South, Suite 350** **San Diego, CA 92108** **Civil Engineer License No. C 34055** **Structural Engineer License No. S 2654** Respondent.	Case No. 850-A **STIPULATED SETTLEMENT AND DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-entitled proceedings that the following matters are true:

PARTIES

1. David E. Brown (Complainant) is the Executive Officer of the Board for Professional Engineers and Land Surveyors. He brought this action solely in his official capacity and is represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Rita M. Lane, Deputy Attorney General.

2. Respondent Koladi Mutheri Kripanarayanan is represented in this proceeding by attorney Timothy J. Aspinwall, whose address is 915 L Street, Suite 1000, Sacramento, CA 95814.

3. On or about March 17, 1982, the Board for Professional Engineers and Land Surveyors (Board) issued Civil Engineer License No. C 34055 to Koladi Mutheri Kripanarayanan (Respondent). The Civil Engineer License was in full force and effect at all times relevant to the charges brought in Accusation No. 850-A and will expire on June 30, 2011, unless renewed.

4. On or about February 17, 1984, the Board issued Structural Engineer License No. S 2654 to Respondent. The Structural Engineer License was in full force and effect at all times relevant to the charges brought in Accusation No. 850-A and will expire on June 30, 2011, unless renewed.

JURISDICTION

5. Accusation No. 850-A was filed before the Board and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on December 11, 2009. Respondent timely filed his Notice of Defense contesting the Accusation. A copy of Accusation No. 850-A is attached as Exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 850-A. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

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CULPABILITY

9. Respondent understands and agrees that the charges and allegations in Accusation No. 850-A, if proven at a hearing, constitute cause for imposing discipline upon his Civil Engineer License and his Structural Engineer License.

10. For the purpose of resolving the Accusation without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual basis for the charges in the Accusation, and that Respondent hereby gives up his right to contest those charges.

11. Respondent agrees that his Civil Engineer License and Structural Engineer License is subject to discipline and he agrees to be bound by the Board's imposition of discipline as set forth in the Disciplinary Order below.

CONTINGENCY

12. This stipulation shall be subject to approval by the Board for Professional Engineers and Land Surveyors. Respondent understands and agrees that counsel for Complainant and the staff of the Board for Professional Engineers and Land Surveyors may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

13. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions,

negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

15. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Civil Engineer License No. C 34055 and Structural Engineer License No. S 2654 issued to Respondent Koladi Mutheri Kripanarayanan are revoked. However, the revocations are stayed and Respondent is placed on probation for three (3) years on the following terms and conditions.

1. **Obey All Laws.** The Respondent shall obey all laws and regulations related to the practices of professional engineering and professional land surveying.

2. **Submit Reports.** The Respondent shall submit such special reports as the Board may require.

3. **Tolling of Probation.** The period of probation shall be tolled during the time the Respondent is practicing exclusively outside the state of California. If, during the period of probation, the Respondent practices exclusively outside the state of California, the Respondent shall immediately notify the Board in writing.

4. **Violation of Probation.** If the Respondent violates the probationary conditions in any respect, the Board, after giving the Respondent notice and the opportunity to be heard, may vacate the stay and reinstate the disciplinary order which was stayed. If, during the period of probation, an accusation or petition to vacate stay is filed against the Respondent, or if the matter has been submitted to the Office of the Attorney General for the filing of such, the Board shall have continuing jurisdiction until all matters are final, and the period of probation shall be extended until all matters are final.

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5. **Completion of Probation.** Upon successful completion of all of the probationary conditions and the expiration of the period of probation, the Respondent's license shall be unconditionally restored.

6. **Cost Recovery.** Within two and one-half (2 1/2) years of the effective date of the decision, the Respondent is hereby ordered to reimburse the Board the amount of $5,000 for its investigative and prosecution costs. Said reimbursement may be paid in installments. Failure to reimburse the Board's cost of its investigation and prosecution shall constitute a violation of the probation order, unless the Board agrees in writing to payment by an alternative installment plan because of financial hardship.

7. **Examination.** Within 60 days of the effective date of the decision, the Respondent shall successfully complete and pass the California Laws and Board Rules examination, as administered by the Board.

8. **Ethics Course.** Within two and one-half (2 1/2) years of the effective date of the decision, the Respondent shall successfully complete and pass a course in professionalism and ethics for engineers, approved in advance by the Board or its designee. The Respondent shall provide the Board with official proof of completion of the requisite course.

9. **Notification.** Within 30 days of the effective date of the decision, the Respondent shall provide the Board with evidence that he has provided all persons or entities with whom he has a contractual or employment relationship such that the relationship is in the area of practice of professional engineering and/or professional land surveying in which the violation occurred with a copy of the decision and order of the Board and shall provide the Board with the name and business address of each person or entity required to be so notified. During the period of probation, the Respondent may be required to provide the same notification of each new person or entity with whom he has a contractual or employment relationship such that the relationship is in the area of practice of professional engineering and/or land surveying in which the violation occurred and shall report to the Board the name and address of each person or entity so notified.

10. **Take And Pass Examinations.** Within two and one-half (2 1/2) years of the effective date of the decision, the Respondent shall successfully complete and pass, with a grade

of "C" or better, one college-level structural engineering course, related to the areas of violation. Said course shall be approved in advance by the Board or its designee. The Respondent shall provide the Board with official proof of completion of the requisite course. For purposes of this subdivision, "college-level course" shall mean a course offered by a community college or a four-year university of three semester units or the equivalent; "college-level course" does not include seminars.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Timothy J. Aspinwall. I understand the stipulation and the effect it will have on my Civil Engineer License and my Structural Engineer License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Board for Professional Engineers and Land Surveyors.

Original Signed

DATED: 8/5/10

KOLADI MUTHERI KRIPANARAYANAN
Respondent

I have read and fully discussed with Respondent Koladi Mutheri Kripanarayanan the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

-Original Signed

DATED: 8/5/10

TIMOTHY J. ASPINWALL
Attorney for Respondent

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Board for Professional Engineers and Land Surveyors of the Department of Consumer Affairs.

Dated: Aug. 6, 2010

Respectfully Submitted,

EDMUND G. BROWN JR.
Attorney General of California
LINDA K. SCHNEIDER
Supervising Deputy Attorney General

Original Signed

RITA M. LANE
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. 850-A

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BEFORE THE
BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **KOLADI MUTHERI KRIPANARAYANAN** **3505 Camino Del Rio South, Ste. 350** **San Diego, CA 92108** **Civil Engineer License No. C 34055** **Structural Engineer License No. S 2654** Respondent.	Case No. 850-A **A C C U S A T I O N**

Complainant alleges:

PARTIES

1. David E. Brown (Complainant) brings this Accusation solely in his official capacity as the Executive Officer of the Board for Professional Engineers and Land Surveyors, Department of Consumer Affairs.

2. On or about March 17, 1982, the Board for Professional Engineers and Land Surveyors issued Civil Engineer License Number C 34055 to Koladi Mutheri Kripanarayanan. The Civil Engineer License was in full force and effect at all times relevant to the charges brought herein and will expire on June 30, 2011, unless renewed.

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3. On or about February 17, 1984, the Board for Professional Engineers and Land Surveyors issued Structural Engineer License Number S 2654 to Koladi Mutheri Kripanarayanan (Respondent). The Structural Engineer License was in full force and effect at all times relevant to the charges brought herein and will expire on June 30, 2011, unless renewed.

JURISDICTION

4. This Accusation is brought before the Board for Professional Engineers and Land Surveyors (Board), Department of Consumer Affairs, under the authority of the following laws. All section references are to the Business and Professions Code (Code) unless otherwise indicated.

5. Code section 118, subdivision (b), provides that the suspension, expiration, surrender or cancellation of a license shall not deprive the Board of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated.

6. Code section 6775 states, in pertinent part, that

> The board may reprove, suspend for a period not to exceed two years, or revoke the certificate of any professional engineer registered under this chapter:
>
> . . . .
>
> (c) Who has been found guilty by the board of negligence or incompetence in his or her practice.
>
> . . . .
>
> (h) Who violates any provision of this chapter.

STATUTORY PROVISIONS

7. Code section 6738 states, in pertinent part, that

> (a) This chapter does not prohibit one or more civil, electrical, or mechanical engineers from practicing or offering to practice within the scope of their license civil (including geotechnical and structural), electrical, or mechanical engineering as a sole proprietorship, partnership, firm, or corporation (hereinafter called business), if all of the following requirements are met:
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> . . . .

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(i) A current organization record form shall be filed with the board for all businesses engaged in rendering civil, electrical, or mechanical engineering services.

8. Code section 6749 states, in pertinent part, that

> A professional engineer shall use a written contract when contracting to provide professional engineering services to a client pursuant to this chapter. The written contract shall be executed by the professional engineer and the client, or his or her representative, prior to the professional engineer commencing work, unless the client knowingly states in writing that work may be commenced before the contract is executed. The written contract shall include, but not be limited to, all of the following:
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> . . . .
>
> (5) A description of the procedure to be used by any party to terminate the contract.

9. Code section 125.3 provides, in pertinent part, that the Board may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

FACTS

MURRIETA OFFICE PROJECT

10. Respondent is the owner of Concorde Consulting Group. Concorde Consulting Group was hired by Davidson & Allen Architects to perform structural engineering services for the construction of two medical office buildings in Murrieta, California (Murrieta Office Project). A contract in the amount of $8,000 was signed on August 17, 1999 between Davidson & Allen and Concorde Consulting Group, to provide structural calculations and drawings for the Murrieta Office Project. Respondent did not sign the contract with Davidson & Allen, instead R. Narayanan, an unlicensed individual, signed the contract on Respondent's behalf. The contract did not include Respondent's license number or a description of the procedure to be used for either party to terminate the contract.

11. Respondent submitted to the County of Riverside Building Department the calculations he prepared for the first plan check for the Murrieta Office Project on December 3, 1999. The plans for the Murrieta Office Project were returned to Respondent for numerous structural corrections on December 27, 1999. Respondent's second submittal for first plan

recheck was on January 3, 2000. The plans were returned to Respondent for additional structural corrections on January 10, 2000. Respondent's third submittal for second plan recheck was on January 19, 2000. The plans were returned to Respondent for additional structural corrections on February 10, 2000. Respondent's fourth submittal for third plan recheck was on February 28, 2000. The plans were returned to Respondent for additional structural corrections on March 9, 2000. Respondent's fifth submittal for fourth plan recheck was March 23, 2000. The plans were returned to Respondent for additional corrections on March 31, 2000. Respondent's sixth submittal for fifth plan check was on April 12, 2000. The plans were returned to Respondent for additional corrections on April 18, 2000.

12. On or about April 19, 2000, Respondent's office informed Davidson & Allen Architects that it would be unable to respond promptly to the latest plan corrections required by the County of Riverside Building Department. Davidson & Allen Architects fired Respondent. Davidson & Allen Architects were forced to hire a new engineering firm to make the required corrections to the plans for the Murrieta Office Project. The corrections were extensive, required over four months to complete and took the architectural firm over 200 hours of additional architect's time and cost approximately $12,000 in additional consultant fees in addition to the payments already made to Respondent and Concorde Consulting Group.

FIRST CAUSE FOR DISCIPLINE

(Negligence)

13. Respondent is subject to disciplinary action under Code section 6775(c) in that Respondent was negligent in the engineering work he performed on the 6th submission of plans to the County of Riverside Building Department for the Murrieta Office Project. The circumstances are as follows:

14. On Sheet S-I- General Notes of the plans, in item 3 under General Nailing Notes & Schedule, references made to the 1997 Uniform Building Code (UBC) tables are incorrect. Table 23-II B-1 of the 1997 UBC should have been used and footnotes are missing. Respondent used the same notes over and over without updating them to the new code. This error is in violation of the 1997 UBC, Table 23-II-B-1 and constitutes negligence.

15. On Sheet S-I- General Notes of the plans, in item 2 under Deferred Items, for manufactured trusses, the dead load shown does not include 20 pounds per square foot uniform load for partition load in an office building. Omission of this load requirement could lead the truss manufacturer to design trusses with lower loads which may result in overstressing and excessive deflection. This omission is in violation of section 1606.2 of the 1997 UBC and constitutes negligence.

16. On Sheet S-I- General Notes of the plans, in item 2 under Deferred Items, for manufactured trusses, Respondent omitted floor loads. The floor loads shall indicate 2000 pounds of concentrated live load. The code intent is to cover heavy concentrated loads such as files, particularly important in medical offices. Omission of this load requirement could lead the truss manufacturer to design trusses with lower loads which may result in overstressing and excessive deflection. This omission is in violation of the 1997 UBC, Item 10 of Table 16-A, and constitutes negligence.

17. On Sheet S-I- General Notes of the plans, in item 2 under Deferred Items, for manufactured trusses, Respondent omitted loads due to uplift forces at the end of shear walls. The loads due to uplift forces at the end of shear walls shall be indicated on drawings due to out-of-plane offsets of lateral resisting elements. These loads are special loads that shall be calculated per section1630.8.2 of the UBC and indicated on structural drawings by the structural engineer of record. Omission of this load requirement could lead the truss manufacturer to design trusses with lower loads, which may result in weaker lateral resisting elements overstressing and excessive deflection of trusses. This omission is in violation of the 1997 UBC, Item 4 of Table l6-M and sections 1630.8.2 and 1633.2.9, item 6 and constitutes negligence.

18. On Sheet S-I- General Notes of the plans, in item 2 under Deferred Items, for manufactured trusses, the seismic anchorage force of 800 pounds for masonry walls is incorrect as Respondent indicated. The required anchorage force would be more than double (420 pounds x 4-ft spacing = 1680 pounds) at strength level (or for steel design) per sections 1605.2.3 and 1633.2.8.1 of the 1997 UBC for masonry wall ties spaced at 4'-0" on center as indicated on sheets S-4 and S-5. An error in calculating this load requirement could lead the truss manufacturer to

design trusses with lower axial load capacity which may result in insufficient masonry wall anchorage and failure of trusses. This error is in violation of sections 1605.2.3 and 1633.2.8.1 of the 1997 UBC and constitutes negligence.

19. On Sheet S-I- General Notes of the plans, in item 1(B) under Project Design Data, the floor dead load shown by Respondent does not include 20 pounds per square foot uniform load for partition load which is required in an office building. Omission of this load requirement could lead the truss manufacturer to design trusses with lower loads which may result in overstressing and excessive deflection. This error is in violation of section 1606.2 of the 1997 UBC and constitutes negligence.

20. On Sheet S-I- General Notes of the plans, in item 1(B) under Project Design Data, Respondent omitted the floor load calculation. The floor loads shall indicate 2000 pounds of concentrated live load. The code intent is to cover heavy concentrated loads, such as files, particularly important in medical offices. Omission of this load requirement could cause overstressing and excessive deflection in floor framing, including but not limited to, plywood sheathing, floor joists and floor beams. This omission is in violation of the 1997 UBC, Item 10 of the Table 16-A, and constitutes negligence.

21. On Sheet S-I- General Notes of the plans, in item 5 under Project Design Data, the wind load Cq factor shown is less than 1.3 as required per Table 16-H of the 1997 UBC. This error may change lateral forces at the roof level only and lead to a weaker upper level to resist wind loads. This error is in violation of the 1997 UBC, Table 16-H and constitutes negligence.

Sheets S-2 & S-3 - Foundation Plans (Buildings A & B):

22. On Sheet S-I- General Notes of the plans, Respondent's plans show one rebar (jamb bar) at the end of the masonry walls or segments while detail 15/S8 shows 2#5's at all jams. The jam bars shall be properly shown on the plans at each end of the masonry walls (or piers) or shall be properly cross referenced to the appropriate details. Not specifying the proper number of jamb bars could cause confusion during construction and may lead to delay and expensive retrofit or repair. This error constitutes a violation of the standard of practice in the profession and is negligence.

23. On Sheet S-3 - Foundation Plan (Building B), Respondent's plans showing the spread footings supporting the masonry walls at grid line F, between grid lines 1 and 2, are missing top rebars as shown in detail 2 on sheet S-8. The top rebars will resist upward soil reactions. These footings are combined footings and are required to be designed per section 1915.10 of the 1997 UBC. This omission is in violation of section 1915.10 of the 1997 UBC and constitutes negligence.

24. On Sheet S-4 - Roof Framing Plan (Building A), the upper floor shear wall holdown connectors are not shown on Respondent's plans. This is a glaring omission that would severely compromise the continuity of the load path from above. Missing or misplaced holdown connectors may cause damage to, or failure of, the upper floor structure. This omission is in violation of section 1605.2.2 of the 1997 UBC and constitutes negligence.

25. On Sheet S-4 - Roof Framing Plan (Building A), Detail F/*S-4* is incorrect because it shows anchor bolts fastened to only a 2.5" member which is not capable of resisting the capacity of a Simpson HHT22. If the hold down connectors at the end of the shear walls are not properly anchored down, the shear walls are not able to resist lateral forces and may cause damage to the upper floor structure. This error is in violation of section 1605.2.2 of the 1997 UBC and constitutes negligence.

26. On Sheet S-4 - Roof Framing Plan (Building A), Respondent's plans show no masonry wall anchors for the out-of-plane forces at grid lines B and F between gird lines 1 and 1+9 feet are required per section 1605.2.3 of the 1997 UBC. Per Respondent's plans, the roof and/or floor could become detached from the masonry wall and partially collapse. Also the masonry wall may fall out partially. This omission is in violation of section 1605.2.3 of the 1997 UBC and constitutes negligence.

27. On Sheet S-4 - Roof Framing Plan (Building A), the sub-diaphragms along line 1 of Respondent's plans have a length to width ratio exceeding 2.5:1. In order to develop masonry wall anchor forces, section 1633.2.9 item 4 of the UBC, requires limiting the sub-diaphragm length to width ratio to a minimum of 2.5:1. Exceeding this ratio may cause the sub-diaphragm to

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be over-stressed and ultimately partially collapse the roof diaphragm. This error is in violation of section 1633.2.9 item 4 of the 1997 UBC and constitutes negligence.

28. On Sheet S-4 - Roof Framing Plan (Building A), the flat roof and sloped roof at different elevations along line 4 on Respondent's plans are not tied to each other properly. All parts of a structure shall be interconnected and shall be capable of transmitting the seismic forces induced by the parts being connected. The roof at the lower side of line 4 will transmit some lateral loads horizontally to the wall, which could cause the wall to fail in bending and/or may lose its vertical support and collapse partially. This omission is in violation of section 1633.2.5 of the 1997 UBC and constitutes negligence.

29. On Sheet S-4 - Roof Framing Plan (Building A), the drag struts and their connections are not shown on Respondent's plans for walls B, D and E in the longitudinal direction of the building. The drag struts are used to collect and distribute lateral forces to shear walls. Not having the drag struts in the appropriate locations would cause diaphragms to be overstressed and detached from ledgers (roof boundary nail failure). On the 4th submittal of Respondent's drawings, the drag straps were indicated at lines B and D, but they were removed from the 6th submission's drawings. This omission is in violation of section 1633.2.6 of the 1997 UBC and constitutes negligence.

30. On Sheet S-4 - Roof Framing Plan (Building A), Details B, D and E on Respondent's plans do not have shear transfer elements such as nails and top plates to transfer loads to the first level. There is not a continuous load path if there is no shear transfer. Not having a proper shear transfer between floors will result in over-stressing other shear walls and floor diaphragm. This omission is in violation of section 1605 of the 1997 UBC and constitutes negligence.

31. On Sheet S-4 - Roof Framing Plan (Building A), the floor sheathing is indicated on Respondent's plans to be *5/8"* Structural 1 with 10d nails at 2" on center at the edges and 4' on center at the other edges and cross referenced to detail *7/S9*. Plywood of *5/8"* is over-stressed for spanning 24" and carrying 110 pounds per square foot total load (40 psf+20psf+50) or 60 pounds per square foot plus 2000 pound concentrated load. The plan note is incorrect for the nailing locations as a blocked diaphragm. To prevent splitting wood members, 3x framing would be required for close nail

spacing at adjoining panels and staggered nailing is required. This error is in violation of Tables 23-II-E-l and Table 23-II-H of the 1997 UBC and constitutes negligence.

32. On Sheet S-4 - Roof Framing Plan (Building A), Detail C on Respondent's plans shows an undersized ¼" fillet weld size to connect a 1" gusset plate to steel truss cords. The minimum fillet weld size for 1" thick plates is 5/16" per table J2.4 of the Manual of Steel Construction by AISC, 9th Edition. The use of the undersized ¼" fillet weld is in violation of Table J2.4 of the Manual of Steel Construction and this error constitutes negligence.

33. On Sheet S-4 - Roof Framing Plan (Building A), at the lower roof level, there are no details provided in Respondent's plans for 4x12 hip rafters to attach to the wall corners. Positive connection shall be provided to resist possible uplift forces at the corners. This omission constitutes a violation of the standard of practice in the profession and is negligence.

34. On Sheet S-5 - Roof Framing Plan (Building B), the upper floor shear wall hold down connectors are not shown on Respondent's plans. If the hold downs are not properly shown on the plans, the contractor may miss or misplace them and the shear walls are not able to resist lateral forces and may cause damage to or failure of the upper floor structure. This omission is in violation of section 1605.2.2 of the 1997 UBC and constitutes negligence.

35. On Sheet S-5 - Roof Framing Plan (Building B), on Respondent's plans, there are missing masonry wall anchor details for out-of-plane at grid lines A, D, E, F and 2 per section 1605.2.3 of the 1997 UBC. The roof and/or the floor may be detached from the masonry wall and partially collapse. Additionally, the masonry wall may fall out partially. This omission is in violation of section 1605.2.3 of the 1997 UBC and constitutes negligence.

36. On Sheet S-5 - Roof Framing Plan (Building B), the flat roof and sloped roof at different elevations along line 2 are not tied to each other properly on Respondent's plans. All parts of a structure shall be interconnected and shall be capable of transmitting the seismic forces induced by the parts being connected. The roof at the lower side of line 2 will transmit some lateral loads horizontally to the wall which could cause the wall to fail in bending and/or it may lose its vertical support and collapse partially. This omission is in violation of section 1633.2.5 of the 1997 UBC and constitutes negligence.

37. On Sheet S-5 - Roof Framing Plan (Building B), the drag struts and their connections are not shown on Respondent's plans for walls B and D in the longitudinal direction of the building. The drag struts are used to collect and distribute lateral forces to the shear walls. Not having the drag struts in the appropriate locations causes the diaphragm to be over-stressed and detached from ledgers (roof boundary nail failure). On the 4th submittal of the drawings, the drag straps and forces were indicated at line B, and later removed from the 6th submittal of the drawings. This omission is in violation of section 1633.2.6 of the 1997 UBC and constitutes negligence.

38. On Sheet S-5 - Roof Framing Plan (Building B), there are re-entrant corners in this building, on grid line D at grid line 2 and on grid line D at grid line 3. The projections of the building beyond a reentrant corner on Respondent's plans are greater than 15% of the plan dimension of structure in the given direction. The 1997 UBC requires cords to develop tension forces onto the roof/floor diaphragm at the re-entrant corners. Failure to provide proper struts and connections at the re-entrant corners could cause localized damage at the re-entrant corners and tearing and de-bonding of roofing from the diaphragm in areas of high shear and excessive displacement of wing walls. This omission is in violation of Table 16-M item 2 and section 1633.2.9, items 6 and 7 of the 1997 UBC and constitutes negligence.

39. On Sheet S-5 - Roof Framing Plan (Building B), the floor sheathing is indicated on Respondent's plans to be 5/8" Structural 1 with 10d nails at 2" on center at the edges and 4' on center at the other edges, and cross referenced to detail 7/S9. The 5/8" plywood is over-stressed for spanning 24" and carrying 110 pounds per square foot total load (40psf+20psf+50) or 60 pounds per square foot plus 2000 pound concentrated load. The call out is incorrect for nailing locations as a blocked diaphragm. Also, 3x framing is required at the adjoining panels and staggered nailing is required. This error is in violation of Table 23-II-E-l and Table 23-II-H of the 1997 UBC and constitutes negligence.

40. On Sheet S-5 - Roof Framing Plan (Building B), at the lower roof level, there are no details provided in Respondent's plans for 4x12 hip rafters to attach to wall corners. Positive

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connection shall be provided to resist possible uplift forces at the corners. This error constitutes a violation of the standard of the profession and is negligence.

41. On Sheet S-8 – Details, Details 1, 2, 3 and 18, for the masonry wall rebar lap splice for vertical and dowel rebars in Respondent's plans are not indicated, nor cross referenced to proper details. It has only a 12" (one coarse and one half) lap splice as it is shown on these details. The lack of information on the rebar overlaps could cause confusion during construction and may lead to delay and expensive retrofit or fixes. This error is in violation of section 2107.2.2.6 of the 1997 UBC and is a code violation that constitutes negligence.

42. On Sheet S-10 – Details, Details 2/S-10, 7/S10 and 10/S-10 of Respondent's plans do not show proper anchorage to the floor and/or roof or other structural elements that provide lateral support for walls per sections 1606.2.3, and 1633.2.8 of the 1997 UBC. Detail 2/S10 does not show any anchor connector to the bottom chord of the truss in a perpendicular direction to the wall. Details 7/S10 and 10/S-10 show Simpson PIA23 straps with improper anchorage to the wall. These wall straps shall be installed with at least two courses of masonry units at top and two courses of masonry units at the bottom and a bound beam with 2#4's (40" long) per the manufacturer requirements. The failure of improperly embedded straps is documented in reference #4. If these details were to be used for construction as shown, the roof and/or floor could become detached from the masonry wall and partially collapse. Also, the masonry wall may fall out partially. This omission is in violation of sections 1605.2.3 and 1633.2.8 of the 1997 UBC and is a code violation that constitutes negligence.

43. On Sheet S-10 – Details, Details 3/S-10, 4/S-10, 5/S-10, 7/S10, 9/S-10, and 10/S-10 of Respondent's plans do not show proper shear transfer to the floor and/or roof per section 1605 of the 1997 UBC. There is no continuous load path per section 101.4 of the Recommended Lateral Force Requirements & Commentary. Nails from the ledger to the blockings and from roof /floor sheathing to ledger are missing. Also, Boundary Nailing (B.N.) is mislabeled as Edge Nailing (E.N.) in details 3/S-10, 7/S10, 9/S-10 and 10/S-10. This omission compromises the continuity of the load path and may cause damage to or failure of the upper roof/floor structure. This error is in violation of section 1605 of the 1997 UBC and constitutes negligence.

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44. On Sheet S-10.1- Details, Details 3/S-10.1, 5/S10.1 and 6/S-10.1 of Respondent's plans do not show proper anchorage to the roof or other structural elements that provide lateral support for wall per sections 1605.2.3 and 1633.2.8 of the 1997 UBC. It is not clear what 2-3"x2x12 Gage connectors are. No fasteners are provided between these connectors and framing members. Using improperly connected wall anchors could cause the roof to become detached from the masonry wall and partially collapse. Also, the masonry wall may fall out partially. This is in violation of sections 1605.2.3 and 1633.2.8 of the 1997 UBC. This is a code violation and this omission constitutes negligence.

45. On Sheet S-10.1- Details, Detail 9/S-10.1 of Respondent's plans show unusual connection detail for steel trusses connected and supported by a steel column. Bolts are shown on the side of the steel truss without specifying web members for trusses. This detail is incorrect as shown. Supporting and connecting top chords of trusses to the column would be a more standard detail. This error constitutes a violation of the standard of practice in the profession and is negligence.

46. On Sheet S-10.1- Details, Details 12/S-10.1, 14/S-10.1 and 15/S-10.1 of Respondent's plans show no shear transfer to the floor and/or roof per section 1605 of the 1997 UBC. There is no continuous load path per section 101.4 of the Recommended Lateral Force Requirements & Commentary. Nails from the ledger to blocking and from the roof and or floor sheeting to the ledger are missing. Also, the Boundary Nailing (B.N.) is mislabeled as Edge Nailing (E.N.) in these details. This omission compromises the continuity of the continuous load path and may cause damage to or failure of the upper roof/floor structure. This error is in violation of section 1605 of the 1997 UBC and is a code violation that constitutes negligence.

SECOND CAUSE FOR DISCIPLINE

(Incompetence)

47. Respondent is subject to disciplinary action under Code section 6775(c) in that Respondent was incompetent in the engineering work he performed on the 6th submission of plans to the County of Riverside Building Department for the Murrieta Office Project. The circumstances are as follows:

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48. On Sheet S-4 - Roof Framing Plan (Building A), there are no masonry wall anchors for the out-of-plane forces at grid line 5 in Respondent's plans. Referenced detail 2/S10 does not have any anchors to restrain the top of the masonry wall per sections 1605.2.3, 1633.2.8 and 1633.2.9 of the 1997 UBC. The roof could become detached from the masonry wall and partially collapse. Also, the masonry wall may fall out partially. This omission is in violation of section 1605.2.3 of the 1997 UBC and constitutes incompetence.

49. On Sheet S-4 - Roof Framing Plan (Building A), the wall ties at lines A and D in Respondent's plans do not have continuous ties or struts between the diaphragm chords. Not having continuous ties may cause the sub-diaphragm to be over-stressed and ultimately partially collapse the roof diaphragm. This omission is in violation of section 1633.2.9, item 4 of the 1997 UBC and constitutes incompetence.

50. On Sheet S-5 - Roof Framing Plan (Building B), there are no masonry wall anchors for the out-of-plane forces at grid line 1 in Respondent's plans. Referenced detail 2/S10 does not have any anchors to restrain the top of the masonry wall per sections 1605.2.3, 1633.2.8 and 1633.2.9 of the 1997 UBC. The roof may be detached from the masonry wall and partially collapse. Additionally, the masonry wall may fall out partially. This omission is in violation of section 1605.2.3 of the 1997 UBC and constitutes incompetence.

51. On Sheet S-5 - Roof Framing Plan (Building B), the wall ties at lines B and F do not have continuous ties or struts between the diaphragm chords in Respondent's plans. Not having continuous ties may cause the sub-diaphragm to be over-stressed and ultimately partially collapse the roof diaphragm. This omission is in violation of section 1633.2.9, item 4 of the 1997 UBC and constitutes incompetence.

52. On Sheet S-10 – Details, Details 2/S-10, 7/S10 and 10/S-10 in Respondent's plans do not show proper anchorage to the floor and/or roof or other structural elements that provide lateral support for the wall per sections 1606.2.3, and 1633.2.8. of the 1997 UBC. Detail 2/S10 does not show any anchor connector to the bottom chord of the truss in perpendicular direction to the wall. Details 7/S10 and 10/S-10 show Simpson PIA23 straps with improper anchorage to the wall. These wall straps shall be installed with at least two courses of masonry units at the top and two courses of

masonry units at the bottom and a bound beam with 2#4's (40" long) per the manufacturer requirements. The failure of improperly embedded straps is documented in reference #4. If these details were to be used for construction as shown, the roof and/or floor could become detached from the masonry wall and partially collapse. Also, the masonry wall may fall out partially. This omission is in violation of sections 1605.2.3 and 1633.2.8 of the 1997 UBC and is a code violation that constitutes incompetence.

53. On Sheet S-10.1- Details, Details 3/S-10.1, 5/S10.1 and 6/S-10.1 in Respondent's plans do not show proper anchorage to the roof or other structural elements that provide lateral support for the wall per sections 1605.2.3 and 1633.2.8 of the 1997 UBC. It is not clear what 2-3"x2x12 Gage connectors are. No fasteners are provided between these connectors and the framing members. Using improperly connected wall anchors could cause the roof to become detached from the masonry wall and partially collapse. Also, the masonry wall may fall out partially. This omission is in violation of sections 1605.2.3 and 1633.2.8 of the 1997 UBC and is a code violation that constitutes incompetence.

THIRD CAUSE FOR DISCIPLINE

(Contract Requirements)

54. Respondent is subject to disciplinary action under Code section 6775(h) in that Respondent violated a provision of this chapter in that Respondent did not meet the requirements of section 6749 when he failed to execute the Murrieta Office project contract with Davidson & Allen, and instead had R. Narayanan, an unlicensed individual, sign the contract on his behalf. Additionally, the Murrieta Office project contract did not include Respondent's license number and did not include a description of the procedure to be used for either party to terminate the contract. The circumstances are more specifically set forth in paragraph 10, above, and are incorporated herein as though fully referenced.

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ADDITIONAL FACTS

THE DESERT HOT SPRINGS AND PALM SPRINGS PROJECTS

55. On or about June 1, 2004, Respondent's company, Concorde Consulting Group, contracted with D. Cox to provide engineering services, including engineering plans, to construct three new homes on Long Canyon Lane, Chuckawalla Trail and 20th Avenue in Desert Hot Springs, California. Respondent did not sign the contract with D. Cox, instead R. Narayanan, an unlicensed individual, signed the contract on Respondent's behalf. The contract did not include Respondent's license number or a description of the procedure to be used for either party to terminate the contract. Additionally, Respondent failed to file an Organization Record form with the Board for his engineering business, Concorde Consulting Group.

56. D. Cox also contracted with Respondent to provide engineering services, including engineering plans, on a second project for a room addition to one home on North Sunnyview Drive in Palm Springs, California.

FOURTH CAUSE FOR DISCIPLINE

(Negligence)

57. Respondent is subject to disciplinary action under Code section 6775(c) in that Respondent was negligent in the engineering work he performed on the Desert Hot Springs and Palm Springs projects. The circumstances are as follows:

58. Respondent failed to give proper attention to the design and specification of collectors, chords and drag struts on the Desert Hot Springs and Palm Springs projects, which are necessary components of the lateral force resisting system per Sections 1605.2 and 1633.2.6 of the 1997 UBC.

59. Respondent did not clearly identify the collectors necessary for delivering lateral forces to the shear walls, and in resisting diaphragm bending as chords, which in some cases would require more than just the standard nailing per the 1997 UBC, Table 23-II-B-1 for the Desert Hot Springs and Palm Springs projects.

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60. On the residence on Chuckawalla Trail in the Desert Hot Springs project, the size and placement of the garage door was grossly inconsistent throughout the plans that were signed and stamped by Respondent. On Sheets 2, 4, and 7, the garage door is shown as 16'-0" wide and placed closer to the living area. On Sheet 6, the garage door is shown as 16'-0" wide and placed farther away from the living area. On Sheets 3 and 8, the garage door is shown as 21'-0" wide.

FIFTH CAUSE FOR DISCIPLINE

(Contract Requirements)

61. Respondent is subject to disciplinary action under Code section 6775(h) in that Respondent violated a provision of this chapter in that Respondent did not meet the requirements of section 6749 when he failed to execute the Desert Hot Springs project contract with D. Cox and instead had R. Narayanan, an unlicensed individual, sign the contract on his behalf. Additionally, the Desert Hot Springs project contract did not include Respondent's license number and did not include a description of the procedure to be used for either party to terminate the contract. The circumstances are more specifically set forth in paragraph 55, above, and are incorporated herein as though fully referenced.

SIXTH CAUSE FOR DISCIPLINE

(Failure to File Organization Record)

62. Respondent is subject to disciplinary action under Code section 6775(h) in that Respondent violated a provision of this chapter when he failed to file an Organization Record form with the Board for his engineering business, Concorde Consulting Group, in accordance with Code section 6738(i). The circumstances are more specifically set forth in paragraph 55, above, and are incorporated herein as though fully referenced.

PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Board for Professional Engineers and Land Surveyors issue a decision:

1. Revoking or suspending Civil Engineer Number C 34055 issued to Koladi Mutheri Kripanarayanan;

2. Revoking or suspending Structural Engineer Number S 2654 issued to Koladi Mutheri Kripanarayanan;

3. Ordering Koladi Mutheri Kripanarayanan to pay the Board for Professional Engineers and Land Surveyors the reasonable costs of the investigation and enforcement of this case pursuant to Business and Professions Code section 125.3; and

4. Taking such other and further action as deemed necessary and proper.

DATED: 11/25/09

Original Signed

DAVID E. BROWN
Executive Officer
Board for Professional Engineers and Land Surveyors
Department of Consumer Affairs
State of California
Complainant

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