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Indiana's New Self-Certification Pathway: What Design Professionals Need to Know

By Charlie Renie, Walker Professional Insurance

Effective July 1, 2026, Indiana's new self-certification law (IC § 22-15-3.2-7) allows qualifying design professionals to bypass the traditional IDHS plan review process and self-certify that their construction documents comply with applicable state building codes and rules.

> **On its surface, this sounds like a win** — faster releases, less waiting on the state, and more control over your project timeline. While the self-certification process offers benefits to both owners and architects, it's worth understanding what you're signing and the potential additional risk that you are accepting.

Who Qualifies

To self-certify a project, you must:

- Be an Indiana-registered design professional in good standing
- Have practiced in Indiana for at least 5 years
- Have completed at least 5 Indiana projects
- Carry professional liability insurance of at least $500,000 per claim / $1,000,000 aggregate

What You're Actually Signing

The self-certification form isn't just a formality. It's an affirmative statement, made directly to a state agency, that you have personally and comprehensively reviewed the documents and they comply with all codes and rules. This is potentially a meaningful shift in your risk profile:

- **You lose a safety net.** The IDHS review exists to catch errors before they're built. Self-certifying removes that second set of eyes at the exact point in the process when mistakes are cheapest to fix.
- **The certification becomes evidence.** If a code issue surfaces later, your self-certification is the first document the owner will use to establish liability.
- **Broad language risk.** Some of the language in the IDHS application could be interpreted as a warranty or guarantee of professional services. This is something most A/E contracts, and most PL policies, are built around you not making.

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Risk Management Recommendations

Don't self-certify everything. Reserve the self-certification process for straightforward, lower-complexity projects. Route anything with unusual occupancy, complex life-safety systems, or code interpretation “gray” areas through traditional plan review. **The self-certification process is optional.**

Build a formal QA/QC process specifically for self-certified projects. Document and maintain records of checklists, second reviewer sign-off, and code research.

Consider a third-party code consultant. A third-party code consultant can be hired by the Architect or Owner as an additional layer of oversight.

Self-certification should be addressed in your contract. Confirm that your design services agreement still reflects the accepted professional standard of care, an insurable indemnification requirement, and disclaims warranties and guarantees. Consider adding additional contract language to specifically address and limit liability associated with self-certification.

Contract Language Worth Considering

Three provisions are worth reviewing with counsel before you self-certify on a project:

A disclaimer that the certification isn't a warranty:

Tie the Self-Certification service back to your ordinary standard of care rather than a stand-alone guarantee. This provision is essential to overcoming arguments that the self-certification application establishes a warranty or guarantee.

> *"Owner acknowledges that any representation made by the Architect for the specific purpose of obtaining construction design release without a plan review under IC 22-15-3.2-7 does not constitute a warranty, guarantee, or representation... beyond Architect's ordinary professional standard of care..."*

An owner acknowledgment and assumption of risk:

Confirms that self-certification was requested/elected, bypasses independent IDHS review, and shifts process risk to the owner:

> *"Owner has requested that the Architect pursue construction design release through the self-certification process in accordance with I.C. 22-15-3.2-7. Owner acknowledges that this process bypasses independent plan review by IDHS, and that the design release will be issued in reliance on Architect's self-certification rather than a review conducted by IDHS or any other governmental authority.*

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> *Owner assumes all risk associated with Owner's election to use the self-certification process,... except to the extent such risk arises from Architect's negligent performance of services unrelated to the self-certification process."*

A limitation of liability clause:

If your firm doesn't already use a Limitation of Liability, consider capping total exposure to your firm:

> *"The Owner agrees that, to the extent permitted by law, the total liability, in the aggregate, of the Architect... shall not exceed the amount of $[____] or the total amount of the Architect's fee earned under this Agreement, whichever is greater."*

Questions?

This is a new process, and IDHS's guidance is still developing. If you're considering self-certification on an upcoming project, please reach out. We're happy to walk through the specifics with you.

Let's Talk Through Your Next Project

Contact Charlie Renie or your Walker Professional Representative for guidance on self-certification, contract language, or your professional liability coverage.

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