

**STATE OF MINNESOTA
BOARD OF ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE
AND INTERIOR DESIGN**

**In the Matter of
Rens B. M. Verburg, Ph.D.,
Unlicensed**

**SETTLEMENT AGREEMENT
AND
CEASE AND DESIST ORDER**

Board File No. 2016-0039

TO: Rens B. M. Verburg, Ph.D.
Golder Associates, Inc.
18300 North East Union Road
Redmond, Washington 98052

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2016) and Minnesota Statutes section 326.111 (2016) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Rens B. M. Verburg ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that these matters may now be resolved by this Settlement Agreement and Cease and Desist Order.

SETTLEMENT AGREEMENT

It is hereby stipulated and agreed by Respondent and the Committee that without trial or adjudication of any issue of fact or law and without any evidence or admission by

any party with respect to any such issue:

1. Jurisdiction. Pursuant to Minnesota Statutes section 326.111, subdivision 3 (2016), the Board is authorized to issue an order requiring an unlicensed person to cease and desist holding out as a Professional Geologist and from practicing professional geoscience in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement and Cease and Desist Order.

2. Facts. This Settlement Agreement is based upon the following facts:

a. Respondent is not currently and never has been licensed by the Board as a Professional Geologist in the State of Minnesota.

b. In a letter to the Board dated May 25, 2016, Respondent included a copy of a contract between the Minnesota Department of Transportation ("MnDOT") and Golder Associates, Inc. The contract was identified as MnDOT Contract No. 1000890. Respondent signed the contract under the section "CONTRACTOR" on October 5, 2015.

c. In the copy of the contract between MnDOT and Golder Associates, Inc., identified as MnDOT Contract No. 1000890, was an Exhibit A. Exhibit A stated the "Scope of Services" as: "The work for this contract involves developing a sulfide mitigation plan for construction and on-call field assistance for sulfide issues during the construction phase." "As needed, Contractor will provide a Principal Geologist and a Design Engineer, familiar with the project and sulfide issue for field support. The two individuals provided would be Rens Verburg and/or Frank Shuri."

d. In this same copy of the contract between MnDOT and Golder

Associates, Inc., identified as MnDOT Contract No. 1000890, was an Exhibit A1. Exhibit A1 stated the "Scope of Services" under the background section as: "The work for this contract involves developing a sulfide mitigation plan for construction and on-call field assistance for sulfide issues during the construction phase." It listed the following:

d.1 Phase 1 – Deliverables: "Technical Report."

d.2 Phase 2A Deliverables: "Technical memo identifying ARD screening criteria, BMPs for rock blasting, excavation and handling and summarizing locations of rock requiring mitigation (based on rock characterization information), disposal areas, stockpile areas, typical mitigation details, and general surface water management considerations."

d.3 Phase 2B – Deliverables: "Review draft and Final Construction Field Sampling and Decision-Making Plan (FSP)."

d.4 Phase 2C – Deliverables: "Review draft and Final Water Quality Monitoring Plan."

d.5 Phase 3 – Deliverables: "Draft Mitigation Plan for state review; final Mitigation Plan."

d.6 Phase 4 – Objective: "Provide on-call expert advice/consultation, if needed, during project construction, to address unforeseen situations."

The contents of these deliverables identified in sections d.1, d.2, d.3, d.4, d.5, and d.6 above constitute the practice of professional geoscience.

e. In a letter to the Board dated May 25, 2016, Respondent included two (2)

documents that he provided to MnDOT. Respondent states in his letter: "Under the contract, there are two Golder Associates, Inc. documents that were provided to MnDOT, and I made a site visit trip on October 20-21, 2015. The two documents are: March 9, 2016 Preliminary Results Drilling Campaign – Highway 169 Project, May 6, 2016 Highway 169 Realignment ARD Mitigation Strategy – Draft." Respondent practiced "professional geoscience" as defined by Minnesota Statutes section 326.02, subdivision 3a when he made a site visit and prepared the two (2) documents identified as March 9, 2016 Preliminary Results Drilling Campaign – Highway 169 Project, May 6, 2016 Highway 169 Realignment ARD Mitigation Strategy – Draft.

f. In this same letter dated May 25, 2016, Respondent stated: "I sincerely regret perhaps getting a little far into the direct work with MnDOT prior to bringing Mr. Bergeon in for licensed control of the work. My feeling is that while there may not have been a technical violation of the licensing rules, nonetheless I should have paid closer attention and we should have brought Mr. Bergeon in sooner."

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes section 326.02, subdivision 1 (2016), Minnesota Statutes section 326.02, subdivision 3a (2016) and Minnesota Statutes 326.03, subdivision 1 (2016) and are sufficient grounds for the action specified below. Specifically, it is alleged that the Respondent held himself out as a Professional Geologist in Minnesota and practiced professional geoscience within the meaning of Minnesota Statutes section 326.02, subdivision 3a (2016) in Minnesota by preparing the two (2) documents Respondent identified as March 9, 2016 Preliminary Results Drilling Campaign – Highway 169 Project, May 6, 2016 Highway 169 Realignment ARD

Mitigation Strategy – Draft for a project located in Minnesota.

4. Enforcement Action. Respondent and the Committee agree that the Board may issue an Order in accordance with the following terms:

a. Cease and Desist Order. Respondent shall cease and desist from holding himself out as a Professional Geologist and practicing geoscience in Minnesota until such time as he becomes licensed as a Professional Geologist in the State of Minnesota.

b. Civil Penalty. Respondent shall pay a civil penalty of Two Thousand Dollars (\$2,000.00) to the Board. Respondent shall submit a check or money order for Two Thousand Dollars (\$2,000.00) to the Board within sixty (60) days of the date of the Board Order approving this Settlement Agreement and Cease and Desist Order.

5. Judicial Relief. If the Respondent violates paragraph 4 above, a district court of this state may, upon application of the Committee, enter an Order enjoining Respondent from such unauthorized practices, ordering Respondent to show cause why the required civil penalty has not been paid, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

6. Waiver of Respondent's Rights. For the purpose of this Settlement Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minnesota Statutes Chapter 14 (2016). Respondent agrees that upon the application of the Committee without notice to or an

appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement and Cease and Desist Order or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Collection. Pursuant to Minnesota Statutes section 16D.17 (2016), after ninety (90) days of the Board's approval of this Settlement Agreement and Cease and Desist Order, the Board may file and enforce any unpaid portion of the civil penalty imposed by this Order as a judgment against Respondent in district court without further notice or additional proceedings.

8. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement and Cease and Desist Order, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minnesota Statutes Chapter 14 (2016), Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement Agreement and the record.

9. Record. The Settlement Agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may be filed with the Board with this Settlement Agreement.

10. Data Classification. Under the Minnesota Government Data Practices Act, this Settlement Agreement and Cease and Desist Order is classified as public data

upon its issuance by the Board, Minnesota Statutes section 13.41, subdivision 5 (2016). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (2016). They shall not, to the extent they are not already public documents, become public merely because they are referenced herein. A summary of this Settlement Agreement and Cease and Desist Order will appear in the Board's newsletter. A summary will also be sent to the national discipline data bank pertaining to the practice of geoscience.

11. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

12. Entire Agreement. Respondent has read, understood, and agrees to this Settlement Agreement and Cease and Desist Order and is freely and voluntarily signing it. The Settlement Agreement and Cease and Desist Order contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent is represented by legal counsel.

14. Service. If approved by the Board, a copy of this Settlement Agreement and Cease and Desist Order shall be served personally or by first class mail on

Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT



Rens B. M. Verburg, Ph.D.

Dated: 12/19, 20 16

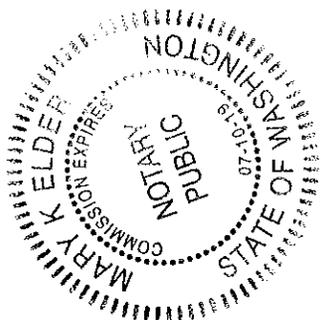
SUBSCRIBED and sworn to before me on
this the 19 day of December, 20 16.



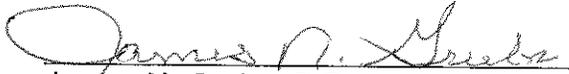
Mary K Elder
(Notary Public)

My Commission Expires:

7-10-19



COMPLAINT COMMITTEE



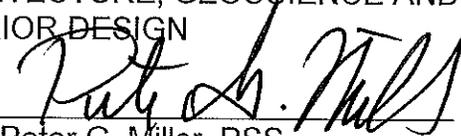
James N. Grube, P.E.
Committee Chair

DATED: 1/31, 2017

ORDER

Upon consideration of the foregoing Settlement Agreement and Cease and Desist Order and based upon all the files, records, and proceedings herein, all terms of the Settlement Agreement and Cease and Desist Order are approved and adopted and hereby issued as an Order of this Board this the 31st day of January, 2017.

MINNESOTA BOARD OF
ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE
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By: 

Peter G. Miller, PSS
Board Chair

