



OGMCOAL DNR <ogmcoal@utah.gov>

Fwd: Application for account with SGS Labs in Huntington

2 messages

Priscilla Burton <priscillaburton@utah.gov>

Mon, Mar 7, 2022 at 1:32 PM

To: "Olson, Laura (Denver)" <Laura.Olson@sgs.com>, OGMCOAL DNR <ogmcoal@utah.gov>, Eric Hyatt <erichyatt@utah.gov>, Steve Christensen <stevechristensen@utah.gov>, "Rademacher, Marc (Denver)" <Marc.Rademacher@sgs.com>

Hello Ms. Olson,
I should have sent this email to you and also to our office file.
Please see the attached application forms.
Thank you,
Priscilla Burton

----- Forwarded message -----

From: **Priscilla Burton** <priscillaburton@utah.gov>

Date: Mon, Mar 7, 2022 at 1:24 PM

Subject: Application for account with SGS Labs in Huntington

To: Rademacher, Marc (Denver) <Marc.Rademacher@sgs.com>, Eric Hyatt <erichyatt@utah.gov>, Steve Christensen <stevechristensen@utah.gov>

Hello Mr. Rademacher,

At the end of January we discussed the Utah Division of Oil, Gas & Mining setting up an account with SGS Labs in Huntington for water sample analysis. The required documents are attached. Please let me know when our application is approved.

Thank you,
Priscilla Burton

Priscilla Burton, CPSSc

Senior Environmental Scientist

Price Field Office

Utah Division of Oil, Gas, & Mining

[319 N Carbonville Rd, #C](#)[Price UT 84501](#)[office: 435-613-3733](#)[cell: 435-609-1014](#)

On Thu, Jan 27, 2022 at 4:09 PM Rademacher, Marc (Denver) <Marc.Rademacher@sgs.com> wrote:

Priscilla,

Thank you for your recent interest into SGS' services. Attached please find our quote for water services.

Also attached are SGS' credit documents to establish an account.

Once documents are completed please return to Laura Olson for processing.

Regards,

Marc J. Rademacher

Natural Resources - Minerals

Director – Western Operations

SGS North America Inc.

4665 Paris Street; Suite B-200

Denver, Colorado 80239

Direct: +1 (303) 568-1218

Cell: +1 (303) 589-0248

Fax: +1 (303) 373-4884

email: marc.rademacher@sgs.com

 **Signed Forms.pdf**
501K

Olson, Laura (Denver) <Laura.Olson@sgs.com>

Mon, Mar 7, 2022 at 1:52 PM

To: Priscilla Burton <priscillaburton@utah.gov>, OGMCOAL DNR <ogmcoal@utah.gov>, Eric Hyatt <erichyatt@utah.gov>, Steve Christensen <stevechristensen@utah.gov>, "Rademacher, Marc (Denver)" <Marc.Rademacher@sgs.com>

Hi Priscilla,

Thank you so much for all of the documents. I am in the process of getting your account set up.

Thank you,

Laura Olson

Administrative Assistant

SGS North America Inc.

4665 Paris St. Suite B-200

Denver, CO. 80239

3/17/22, 8:12 AM

State of Utah Mail - Fwd: Application for account with SGS Labs in Huntington

Phone: 303-373-4772

Direct: 303-568-1227

Fax: 303-373-4884

VOIP: 11227

E-mail: laura.olson@sgs.com

From: Priscilla Burton <priscillaburton@utah.gov>

Sent: Monday, March 7, 2022 1:33 PM

To: Olson, Laura (Denver) <Laura.Olson@sgs.com>; OGMCOAL DNR <ogmcoal@utah.gov>; Eric Hyatt <erichyatt@utah.gov>; Steve Christensen <stevechristensen@utah.gov>; Rademacher, Marc (Denver) <Marc.Rademacher@sgs.com>

Subject: [EXTERNAL] Fwd: Application for account with SGS Labs in Huntington

***** WARNING: this message is from an EXTERNAL SENDER. Please be cautious, particularly with links and attachments. *****

[Quoted text hidden]

Information in this email and any attachments is confidential and intended solely for the use of the individual(s) to whom it is addressed or otherwise directed. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the Company. Finally, the recipient should check this email and any attachments for the presence of viruses. The Company accepts no liability for any damage caused by any virus transmitted by this email. All SGS services are rendered in accordance with the applicable SGS conditions of service available on request and accessible at <https://www.sgs.com/en/terms-and-conditions>

SGS Client Information

Legal Company Name:	Utah Division of Oil, Gas & Mining	Trading Name or Translation Name:	
Chamber of Commerce / Trade Registration No		DUNS#:	
Web site:	www.ogm.utah.gov	VAT/ SUT / GST:	
Parent Company (if applicable):	Utah Department of Natural Resources		
Legal Company Address:	1594 West North Temple, Suite 1210		
Postcode:	84116	City:	Salt Lake City
Country:	USA	State / Province / County:	UT

BILL TO ADDRESS

Street Address:	1594 West North Temple, Suite 1210		
Postcode:	84116	City:	Salt Lake City
Country:	USA	State / Province / County:	UT


BILL TO CONTACT PERSON

Last Name:	Division Oil Gas & Mining	First Name:	
Title:		Department:	Accounting
Tel:		Mobile:	
Email:			

ACCOUNTS PAYABLE CONTACT

Last Name:	Hyatt	First Name:	Eric
Tel:	385-332-6272	Email:	erichyatt@utah.gov

E-invoice email add.:	ogmcoal@utah.gov
E-statement email add.:	

Signed:	
Name	Eric Hyatt
Title	Financial Manager

SGS will send invoices and statements to client via email. We recommend that email addresses are generic e.g. admin@sgs.com to avoid loss of invoices and statement due to personnel transitions.

We kindly ask you to confirm your readiness to receive e-invoices and e-statements effective immediately and confirm that the contact details provided above are valid.



SGS NORTH AMERICA INC. - CREDIT APPLICATION

COMPANY INFORMATION:

Company Name: State of Utah, Division of Oil, Gas & Mining

Former Business Name (if any):

Current Address: 1594 West North Temple, Suite 1210

City: SLC State: UT Zip Code: 84116 Email:

Telephone Number: 385-332-6272 Email Address: www.ogm.utah.gov

Address for Report Mailings: stevechristensen@utah.gov

(if different than above) City: State: Zip Code:

Date Established: 1955 Description (code) or Type of Business: Regulatory

Legal Status: Corporation () Sole Proprietorship () Joint Venture () Government Organization X
Partnership () Limited Liability () Other:

Dun & Bradstreet Number: Rating: Federal ID Number: 876000545

Subsidiary Name (if applicable):

City: State: Zip Code:

Names and Titles of Officers / Principle Owners: Name: Title:

Name: Title:

Accounts Payable Contact Name Eric Hyatt 385-332-6272 erichyatt@utah.gov

ADDITIONAL INFORMATION:

Are purchase orders, release numbers, or other documents required? Yes X No

Persons authorized to order services: Name: Steve Christensen, Justin Eatchell, Aman Name: Priscilla Burton, Steve Demczak, Karin Madsen, Kendra H

Are purchases subject to sales / use tax? Yes No X
(attach exemption certification or direct pay permit if applicable)

Credit Limit desired: \$5,000

BANK REFERENCE:

Bank Name:

Account Number(s):

City: State: Zip Code:

Telephone Number: Email Address:



SGS NORTH AMERICA INC. - CREDIT APPLICATION

TRADE REFERENCES:

Company Name: Utah Department of Government Operations, Division of Purchasing

Current Address: 4315 South 2700 West

City: Taylorsville State: UT Zip Code: 84129

Telephone Number: 801-957-7132 Email Address: www.purchasing.utah.gov

Account Number: Contact: aschliep@utah.gov

Company Name:

Current Address:

City: State: Zip Code:

Telephone Number: Email Address:

Account Number: Contact:

Company Name:

Current Address:

City: State: Zip Code:

Telephone Number: Email Address:

Account Number: Contact:

All of the information requested on this credit applicaiton is true to the best of my knowledge. I (we) consent to have SGS North America Inc. contact the trade and bank references listed above, and authorizes such references to release all credit related information.

In consideration of SGS North America Inc. granting credit, the applicant agrees to the attached terms and conditions as applicable to all billings and services to applicant by SGS North America Inc. which includes an interest charge of the lesser of 1.5% per month, or the highest legal rate, on past due accounts. Applicant also agrees to pay the acutal costs of collection, including attorney fees, and court socsts in the event the account becomes past due. Appplicant also agrees that in the event any portion of the account becomes delinquent any and all invoices on the account, including future invoices shall become due and payable immediately and applicant may be required to pay for services in advance or to maintain with SGS North America Inc., a cash deposit against which services rendered may be charged. Applicant also agrees to notify SGS North America Inc. within ten days of any change in legal ownership and remains liable for any unpaid balance.

Name: [Signature]

Title: Financial Manager

Date: 3/2/2022

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS North America Inc. or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

(1) the terms of any standard order form or standard specification sheet of the Company; and/or

(2) any relevant trade custom, usage or practice; and/or

(3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

(a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;

(b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;

(c) supply, if required, any special equipment and personnel necessary for the performance of the services;

(d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;

(e) inform Company in advance of any known hazards or dangers, actual or potential associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

(f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change), and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the

Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of the State of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Hackensack, New Jersey and be conducted in the English language.