

MJRA Terms & Conditions: The Chain of Custody (COC) All samples submitted must be accompanied by signed documentation representing a Chain of Custody (COC). The COC Record acts as a contract between the client and MJRA. Signing the COC form gives approval for MJRA to perform the requested analyses and is an agreement to pay for the cost of such analyses, including any RUSH surcharges that may need to be applied. COC Records must be completed in black or blue indelible ink (must not run when wet). COC documentation begins at the time of sample collection. Client is required to document all sample details prior to releasing samples to MJRA. If applicable, samples must be placed on ice immediately after sampling and shipped or delivered to the laboratory in a manner that will maintain the sample temperature above freezing and below 6C (or 10C for microbiological analyses) (loose ice is preferred).

Example of Completed Chain of Custody:

Client: <i>ABC Construction</i>		Address: <i>123 Main Street, Anywhere PA 12345</i>																
Contact: <i>John Doe</i>		Email: <i>jd@abc.com</i>				Phone: <i>123-456-7890</i>												
Outfall 001 Composite Info Start 10 / 24 / 19 @ 10:00 Stop 10 / 25 / 19 @ 10:00 Composite Info Start ___ / ___ / ___ @ ___ Stop ___ / ___ / ___ @ ___		Matrix Codes WW = Waste Water DW = Drinking Water GW = Ground Water ST = Storm Water S = Soil/Solid O = Other		Container Codes Size Type L = Liter P = Plastic 500 = 500mL G = Glass 250 = 250mL V = VOA Vial 120 = 120mL S = Sterile 40 = 40mL O = Other		Preservative Codes N = HNO3 T = Na2S2O3 S = H2SO4 E = EDTA C = HCL Z = Zinc Acetate P = H3PO4 L = NH4CL H = NaOH A = Asc. Acid R = NaAsO2 O = Other		Notes: <i>Outfall 001: pH-F = 7.0su</i> <i>Kitchen Sink: ResCl2-F = 0.15mg/L</i>										
Sample Collected By: (required) <i>John Doe</i>		PO# <i>24451</i>																
LAB ID (Lab use only)		Sample Description (Location Name)		Date	Time	Matrix	Grab	Composite	Bottle Count	L	500	120	250					Container Size (use codes listed above)
										P	P	S	P					Container Type (use codes listed above)
										S	T							Preservative (use codes listed above)
																		Analyses Requested
		<i>Outfall 001</i>		<i>10/25/19</i>	<i>10:00</i>	<i>WW</i>	<i>X</i>	<i>2</i>	<i>X</i>	<i>X</i>								<i>BOD, TSS, NH3-N</i>
		<i>Outfall 001</i>		<i>10/25/19</i>	<i>10:05</i>	<i>WW</i>	<i>X</i>	<i>1</i>				<i>X</i>						<i>FC</i>
		<i>Kitchen Sink</i>		<i>10/25/19</i>	<i>11:00</i>	<i>DW</i>	<i>X</i>	<i>2</i>				<i>X</i>	<i>X</i>					<i>Total Coliform, Nitrate, Nitrite</i>
Comments: (Lab use only)																		
Relinquished By: <i>John Doe</i>		Date:	Time:	Received By:		Date:	Time:	Sample Receipt (Lab use only)										
		<i>10/25/19</i>	<i>12:15</i>					Sample Temp (°C): _____										
Relinquished By:		Date:	Time:	Received By:		Date:	Time:	Samples on ice? Y N NA										
Relinquished By:		Date:	Time:	Received @ MJRA By:		Date:	Time:	Approved By: _____										
								Entered By: _____										

Sample Submission, Sample Acceptance & Sampling Containers

Included on the COC must be the sample description, date and time of collection (including start and stop for composites), container size and type, preservative information, sample matrix, indication of whether the sample is a grab or composite, who the sample was collected by, number of containers & a list of the tests to be performed. Any SDWA compliance testing samples must include all required PWSID info and client agrees to MJRA SDWA Terms & Conditions. Poor sample collection technique, inappropriate sampling containers and/or improper sample preservation may lead to sample rejection. Suitable sample containers, labels, and preservatives (as applicable), along with blank COCs can be provided upon request. Any Field Blank or Trip Blank that must be analyzed will be processed and charged as an additional sample.

Turnaround Times (TAT)

TAT for most test results range from 10 to 15 business days depending on the specific analyses and time of year submitted. Faster turnaround times (*RUSH TAT) may be available depending on the current workload in a particular department and the nature of the analyses requested. We encourage you to verify requests for expedited sample results with one of our Project Managers prior to sample submittal. Without confirmation from a Project Manager, your results may not be completed by your deadline. RUSH TAT cannot be guaranteed. *RUSH TAT Surcharges are applied for expedited turnaround times.

Analytical Results, Sample Collection Integrity, Subcontracting & Record Retention

Analytical values are for the sample as submitted and relate only to the item tested. The value indicates a snapshot of the constituent content of the sample at the time of sample collection. Analytical results can be impacted by poor sample collection technique and/or improper preservation. All sample collection completed by MJRA was performed in accordance with applicable regulatory protocols or as specified in customer specific sampling plans. Constituent content will vary over time based on the matrix of the sample and the physical and chemical changes to its environment. If samples with high concentrations and/or samples of high strength matrices that result in the need for extensive instrument cleanup, or cause damage to internal parts, a charge of \$500 will be incurred. All sample results and laboratory reports are strictly confidential. Results will not be available to anyone except the primary client or authorized party representing the client unless MJRA receives additional permissions from the client. When necessary, MJRA will subcontract certain analyses to a third party accredited laboratory. If client prohibits subcontracting, it must be provided in writing and include instruction on how to proceed with client samples that require third party analyses. MJRA maintains documents and records for five years unless other terms are agreed upon in writing.

Payment Terms

Payment Terms are Net 30 days. Prices are subject to change without notice. A standing monthly charge of 1.5% of the clients over-30-day-unpaid balance may be added to the balance after 30 days and each month thereafter (day 31, 61, 91 etc.). The laboratory accepts all major credit cards, ACH transactions, checks and cash. New clients must pay for all services rendered prior to sample collection and/or in some cases report processing. Clients must contact the MJRA accounting department to pursue a credit-based account. MJRA reserves the right to terminate the client's credit account and to refuse to perform additional services on a credit basis if any balance is outstanding for more than 60 days.

Warranty & Litigation

MJRA does not guarantee any results of its services but has agreed to use its best efforts, in accordance with the standards and practices of the industry, to cause such results to be accurate and complete. We disclaim any other warranties, expressed or implied, including a warranty of fitness for a particular purpose and warranty of merchantability. Clients agree that they shall reimburse MJRA for any and all fees, cost and litigation expenses, including reasonable attorney fees incurred by MJRA in obtaining payment for the services rendered. All costs associated with compliance with any subpoena for documents, testimony, or any other purpose relating to work performed by MJRA, for a client, shall be paid by that client. To the fullest extent permitted by law, MJRA shall only be liable for damages arising out of its gross negligence or willful misconduct. MJRA shall not be liable for damages arising from ordinary negligence. MJRA's total aggregate liability to the client for any and all claims, losses, damages, or causes of action arising out of or relating to the services performed, whether in contract, tort, or otherwise, shall be limited to the lesser of: (i) the fees paid by the client to MJRA for the specific services giving rise to the claim; or (ii) the amount paid out under MJRA's applicable professional or general liability insurance. If MJRA's insurance does not provide coverage for a claim arising from gross negligence or willful misconduct, MJRA's total aggregate liability shall not exceed an agreed maximum amount, which in no event shall exceed one hundred thousand dollars (\$100,000), unless otherwise expressly agreed to in writing and approved in accordance with MJRA's internal authorization requirements. Neither MJRA nor the client shall be liable to the other for special, incidental consequential or punitive liability or damages included but not limited to those arising from delay, loss of use, loss of profits or revenues. MJRA will not be liable to the client unless the client has notified MJRA of the discovery of the alleged negligent grossly negligent act, willful misconduct, or breach within 30 days of the day of its discovery and within one year of the date of invoice.

Terms and conditions are subject to change without notice.