



Lab Certification (ELAP) # 3056
 Phone: 707-530-6251
 Email: lab@clerc.co
 www.clerc.co

Sheet ___ of ___

Project name/system/ #: _____
 Project Mgr/Report Attn. _____
 Purpose of analysis: _____

State Reporting

Other

Clear Lake Environmental Research Center Laboratory, CLERC Lab
 200 Park Street, Lakeport, CA 95453

CHAIN OF CUSTODY

Company: _____							Analyses Requested		TURN AROUND		
Address: _____							DW*	WW*	STD	<input type="checkbox"/>	4-5 days
Email: _____							Total Coliform and E. coli P/A and No.	Total Coliform No.	RUSH	<input type="checkbox"/>	24-48 hours
Phone: _____									<i>Sample must be received by 3 PM for RUSH service</i>		
Sampled by: PRINT NAME(s) _____							Chlorine residual mg/L	Remarks and DW Sample type*			
Sampled by: Signature(s) _____											
Field /Sample site ID	Sampled		Grab or	Matrix	Bottle Code*	Preservative					
	Date	Time	Composite	see codes*	No. bottles	Yes/No					
Relinquished by: _____			Accepted by: _____				DATE	TIME			

Matrix code: GW= groundwater SW= surface water DW= drinking water NP=nonpotable water RW= recycled water
 Bottle code: O = own bottle C = CLERC bottle DW Sample type: Routine, Repeat, Raw, Special
 DW: drinking water WW: wastewater

Signature on this form authorizes work under *Terms & Conditions* on reverse



- I. **SCOPE OF SERVICES:** The following terms and conditions shall apply to all laboratory services performed by the Clear Lake Environmental Research Center (CLERC) including, but not limited to, those described in CLERC's fee schedule, proposal or other written agreement incorporating these terms and conditions.
- II. **COMPENSATION:** Client agrees to pay CLERC for all services performed in accordance with the compensation provisions and analytical fees described in CLERC's fee schedule, proposal or other written agreement with the client. Client agrees to pay CLERC within 30 days after the invoice date. All invoices not paid within such time period will accrue interest at the rate of 1.5% per month or the highest rate allowable by law, whichever is less. Other services provided on a time-and-expense basis will be negotiated and agreed to in writing prior to performance. Client agrees to reimburse CLERC on a time-and-expense basis for all services relating to litigation to which CLERC is not a party and arising from the performances of services.
- III. **WARRANTY AND LIABILITY:** CLERC warrants that it shall perform all services in accordance with applicable laws and regulations. All testing and reports shall conform to generally acceptable analytical laboratory principles and practices. CLERC will not be liable for any damages, claims, or expenses, including attorneys' fees, related to the performance of work; save for reimbursing the cost of analyses.
- IV. **INSURANCE:** CLERC shall maintain the following minimum insurance: 1. Commercial general liability insurance, including personal injury liability and property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000. 2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit for bodily injured and property damage, shall not be less than \$1,000,000. 3. Statutory workers compensations and employers' liability insurance. 4. Professional liability insurance.
- V. **USE OF CLERC EQUIPMENT AND SUPPLIES:** Client agrees to pay CLERC for all equipment and supplies or other property furnished to client in accordance with the compensation provisions of the fee schedule, proposal, or other written agreement. Client agrees to hold CLERC harmless from all damages, claims, or expenses arising out of Client's use of CLERC's equipment.
- VI. **TERMINATION OR SUSPENSION OF SERVICES:** Client may suspend or terminate all or a portion of the services performed by providing CLERC adequate notice. Client shall pay for all costs incurred to the date of such suspension or termination in accordance with the compensation provisions in the fee schedule, proposal, or other written agreement. CLERC reserves the right to suspend all services in the event that Client does not pay invoices when due.
- VII. **ASSIGNMENT:** These terms and conditions are binding and upon CLERC and its Client, their successors, heirs, and assigns and may not be assigned by either CLERC or Client without the prior written consent of the other.
- VIII. **ENTIRE AGREEMENT:** These terms and conditions and fee schedule, proposal, or other written agreement to which they are incorporated by reference, constitute the entire understanding between Client and CLERC regarding the performance of services. No other agreement, express or implied, shall be of any force or effect except when in writing and signed by both parties.
- IX. **JURISDICTION:** These terms and conditions shall be administered and interpreted under the laws of the State of California. If any of these terms and conditions are found to be in conflict with applicable laws, such part will be declared null and void insofar as it is in conflict with said laws and the remainder shall be in full force and effect.
- X. **TURNAROUND TIME:** CLERC will process samples in as timely a manner as possible. It is recognized that due to workload, equipment failures, Quality Control issues, and other unforeseen reasonable causes turnaround time can vary. Unless specific turnaround times are arranged and documented on the chain of custody, there will be no compensation for extended turnaround time.
- XI. **METHOD REFERENCE:** Procedures are documented in the CLERC Lab Quality Manual or CLERC Lab Standard Operating Procedures (SOPs). These documents are available for review at any time.