


GLASSBORO PUBLIC SCHOOLS  
GLASSBORO, NEW JERSEY

TO: Mark Silverstein  
FROM: Walter S. Pudelko   
DATE: May 26, 2015  
RE: Agenda Item for May 27, 2015

Right-To-Know Proposal, 2015

Request Board approval for the attached Proposal from Pars Environmental, Inc. to provide professional services regarding the New Jersey Right-to-Know (RTK) and Public Employees Occupational Safety and Health (PEOSH) Hazard Communication Standard (HCS) compliance in the amount of \$2,550.00.

WSP/b

Attachment



May 25, 2015

500 Horizon Drive  
Suite 540  
Robbinsville, NJ 08691  
Tel: 609-890-7277  
Fax: 609-890-9116

Mr. Walter Pudelko  
Assistant Superintendent/Board Secretary  
Glassboro Board of Education  
Joseph L. Bowe Boulevard  
Glassboro, New Jersey 08028

**RE: PROPOSAL FOR 2014 NEW JERSEY RIGHT-TO-KNOW SURVEY AND  
PEOSH HAZARD COMMUNICATION PROGRAM COMPLIANCE  
PARS PROPOSAL NUMBER 15-0146**

Dear Mr. Pudelko:

PARS Environmental, Inc. (PARS) is pleased to provide the Glassboro Board of Education (District) with this proposal for professional services for New Jersey Right to Know (RTK) and Public Employees Occupational Safety and Health (PEOSH) Hazard Communication Standard (HCS) compliance. We understand that the District is comprised of the following seven schools and support buildings:

- Board Of Ed Office
- Glassboro High School
- Intermediate School
- Operations Center
- Elsmere School
- J. Harvey Rodgers School
- Thomas E. Bowe School
- D. Bullock Elementary School

**BACKGROUND**

On November 13, 1995, Governor Whitman signed Bill S-7 which amended the requirements for the submission of the New Jersey RTK Survey. A Full RTK survey is required to be submitted every five (5) years, with survey updates to be performed between complete surveys. The 2014 RTK Survey is a survey update year. By July 15, 2015, the New Jersey Department of Health (NJDOH) requires that the 2014 RTK update survey be completed and delivered to the NJDOH, local fire, police, emergency planning committees, and county lead agencies. A copy of the survey must also be kept at the workplace.

**SCOPE OF WORK**

The scope of this project is to meet the requirements of the RTK Program and HCS and assist the District with their compliance efforts. The Scope of Work will be implemented via the following Tasks:

**TASK 1: 2014 NJ RTK Survey**



The CheMonitor™ allows users to search easily and efficiently for products by name, location, manufacturer, ingredient, or CAS number, and then access the corresponding MSDS/SDS. PARS maintains CheMonitor™ on our secure server, which is accessible through any internet connection. New products can be added at any time during the school year. The database is organized by building and location so that District can search all buildings simultaneously or individually depending upon your needs. The database maintains the chemicals, products, and their MSDS/SDS for each of the identified District facilities with MSDS/SDS saved as .PDF files.

PARS will include an instruction sheet for online access to the database. The instruction sheet should be placed in all Central Files in lieu of the MSDS/SDS.

#### **TASK 4b: CheMonitor™ Annual Maintenance Fee and New Functions**

PARS will maintain the District MSDS database and update the database as new products are added throughout the school year. PARS has established a reporting portal within CheMonitor™ to report new products that are purchased, identify the storage location within the District, and forward a copy of the corresponding MSDS/SDS, if available. If District cannot provide a MSDS/SDS, PARS will locate the MSDS/SDS from the manufacturer and upload the file to the database.

PARS has added two features to the CheMonitor™ to increase its functionality and utility. First, the District will now have the ability to search products by Chemical Abstract Service (CAS) number. This search feature will scan the ingredients within a particular product. As one chemical may have several synonyms, the CAS number search allows greater accuracy for identifying the target ingredient and potential hazards.

Second, CheMonitor™ now prints NJRTK compliant labels. This feature is located on the main page of the CheMonitor™. The number of labels is initially defaulted to the inventory completed by PARS; however, it can easily be adjusted to the specific needs of the District. Simply insert Avery® 5612 (or equivalent) size labels into a printer and print as many or as few compliant labels as needed. Please contact us for a tutorial or demonstration.

#### **TASK 5: RTK Training**

The technical approach to meeting the goals of the **RTK Training** include:

- An explanation of the PEOSH HCS and the written program.
- Identifying the person responsible for maintaining the written program.
- A description of the operations where hazardous chemicals are present.
- The location of the written program and availability of other health and safety information (MSDS/SDS, RTK Survey, HSFs, and the RTK Hazardous Substance List).
- Information on how to use the list of hazardous chemicals (RTK Survey) and how to obtain, read, and use MSDS/SDS, labels (RTK vs. GHS), and HSFs.
- Methods to identify and recognize hazardous chemicals in the work area (labels, MSDS/SDS, and HSFs).
- A discussion of the physical and health hazards of the hazardous chemicals.



Task 5b: RTK Refresher Training (per session) \$ 600.00\*\*\*

\* The annual maintenance fee of \$650 is waived for the first year

\*\* Contingent on the selection of Task 4

\*\*\* Maximum of 45 participants per session

-o0o-

PARS appreciates the opportunity to offer this proposal to the Glassboro Board of Education (District). If you agree with this proposal, please sign below and fax a signed copy to PARS at (609) 890-9116 or via e-mail at [jperrini@parsenviro.com](mailto:jperrini@parsenviro.com) to initiate this project. Should you have any questions or comments please feel free to contact me at (609) 890-7277.

Yours truly,

**PARS ENVIRONMENTAL, INC.**

Jessica Perrini  
Senior Project Administrator

Margaret Halasnik  
Principal Industrial Hygienist

Attachment: Terms & Conditions

**PARS ENVIRONMENTAL, INC.  
TERMS AND CONDITIONS**

**1. SCOPE OF SERVICES.** A detailed description of the services provided is included in PARS Environmental, Inc. (PARS) attached proposal ("Proposal"), as indicated to which these Terms and Conditions are attached and made a part. The Proposal and these Terms and Conditions are herein referred to as the Agreement. Unless otherwise specified in this Proposal, Client shall:

(a) Provide PARS and its subcontractors all documents, maps or other information in Client's possession relating to the Project to which PARS' services are to be rendered as identified in the Proposal ( the "Project") and to the physical condition of the Project site and surrounding area where the Project is to be located.

(b) Provide PARS, in writing, all criteria, design and construction standards, and all other information relating to Client's requirements for the Project.

(c) Provide PARS prompt written notice of any defect or suspected defect in its services or in any of the information described in the foregoing clauses (a) and (b).

**2. WARRANTY.** PARS warrants that its services are performed within the limits prescribed by the Agreement and no other warranty or representation, is included or intended under the Proposal, under these Terms and Conditions or elsewhere.

**3. INSURANCE.** PARS agrees to maintain statutory worker's compensation insurance coverage as required by law, employer's liability of \$100,000, comprehensive general liability insurance coverage in the amount of \$1,000,000 and hired, non-owned automobile liability insurance coverage in the amount of \$1,000,000. Certificates shall be issued upon request identifying details and limits of coverage as mutually agreed upon between the parties.

**4. INDEMNITY.** Each party agrees to indemnify, hold harmless, and defend the other from and against any and all loss, cost, damage, expense and liabilities (including reasonable attorney's fees and other costs of defense and/or settlements) for bodily injury (including death) and property damage and destruction, excluding consequential and punitive damages, (collectively hereinafter referred to as " Loss") caused by the negligent acts or omissions or willful misconduct of the indemnifying party or its agents, employees, or subcontractors. In the event either parties or a third party contributed to such Loss, PARS' liability hereunder shall be in proportion to the liabilities of all parties so causing or contributing thereto.

**5. LIMITATIONS OF LIABILITY.** PARS' liability shall be limited to injury or loss caused by the gross negligence or willful misconduct of PARS, its contractors, and/or agents hereunder. Furthermore, the parties agree that PARS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollution, or otherwise dangerous substance or conditions at the Project site, and its compensation hereunder is in no way commensurate with the potential risk or injury or loss that may be caused by exposures to such substances or conditions.

PARS's liability for injury or loss arising from (1) radiation, nuclear reaction or radioactive substances or conditions; (2) any other toxic irritant, pollution, or waste gases, liquids or solid materials, and/or (3) professional errors or omissions shall not exceed \$100,000 provided such injury or loss is covered by PARS' then existing insurance policy. PARS' liability for all other conditions for which it may be liable under this Agreement shall not exceed the aggregate amount of compensation to be paid to PARS for its services hereunder.

With PARS' prior written consent, increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

The Client agrees to defend, indemnify and hold PARS harmless from any loss in excess of the limits determined above for injury or loss sustained by any person or entity including, without limitation, Client or any third party, allegedly caused by PARS' performance of services hereunder, except for injury or loss caused by the sole gross negligence or willful misconduct of PARS.

In no event shall either PARS or Client be liable for incidental, consequential, or punitive damages, including, without limitation, loss of use or loss of profits, incurred by either of them or their respective subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or a grossly negligent act or omission, whether professional or nonprofessional, of either of them of their respective employees, agents or subcontractors.

**6. CHARGES, BILLING AND PAYMENT.** For the performance of its services, PARS shall be paid by Client in accordance with the schedules of personnel and equipment charges specified in the attached Proposal plus any applicable sales taxes.

Unless otherwise provided in the Proposal, billing terms shall be payable upon receipt of statements issued every four (4) weeks during the term of the Project or as otherwise set forth in the Proposal.

Interest of 1.5% per month (but not exceeding the maximum rate allowable by applicable law) will be payable on any accounts not paid within thirty (30) days from the date of billing with payments thereafter to be applied first to accrued interest and then to the principal unpaid amount. However, if Client objects to all or any portion of the invoice, Client shall so notify PARS, in writing, of such objections in specific detail within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.