

GLASSBORO PUBLIC SCHOOLS
GLASSBORO, NEW JERSEY

TO: Mark Silverstein

FROM: Scott Henry

DATE: May 1, 2018

RE: Agenda Item – Right-To-Know Proposal 2018

Recommend approval of 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. PARS Environmental will also conduct Right to Know initial and refresher training at a cost of \$800 and \$600 respectively per session.



April 25, 2018

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

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

**RE: PROPOSAL FOR 2017 NEW JERSEY RIGHT-TO-KNOW SURVEY AND
PEOSH HAZARD COMMUNICATION PROGRAM COMPLIANCE
PARS PROPOSAL NUMBER 051HS-429600**

Dear Mr. Henry:

PARS Environmental, Inc. (PARS) is pleased to provide the Glassboro Board of Education (BOE) 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 BOE is comprised of the following seven schools and support buildings:

- Board Of Education 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 2017 RTK Survey is a survey update year. By July 15, 2018, the New Jersey Department of Health (NJDOH) requires that the 2017 RTK Survey Update be completed. Per the NJDOH, public employers are no longer required to send a copy of the RTK survey to county leads, emergency planning committees, and/or local fire and police departments due to these agencies having access to online surveys. 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 BOE with their compliance efforts. The Scope of Work will be implemented via the following Tasks:

TASK 1: 2017 NJ RTK Survey



The technical approach to meeting the goals of the scope of work include:

- PARS will conduct a complete chemical inventory of each BOE building that houses chemicals.
- PARS will input the 2017 RTK Survey for each school, on behalf of the BOE, into the NJDOH online reporting system.
- PARS will evaluate the Central File for compliance with the RTK Law.
- PARS will submit a letter report detailing the survey, findings, and recommendations, if warranted. The letter report will include copies of the RTK surveys to be included within all BOE Central Files.

TASK 2: Written Hazard Communication Plan

The technical approach to meeting the goals of the Task of the scope of work include:

PARS will update the *Written Hazard Communication Plan* for the District. PARS will review the HCP for compliance with the NJDOH requirements and make changes where necessary. Two paper copies of each HCP will be provided for the District records.

TASK 3a: OPTIONAL Online MSDS / SDS Database

As an optional Task, and in an effort to assist the BOE with managing Safety Data Sheets (SDS) and the many pages of information they entail, PARS developed a web-based chemical product database called CheMonitor™. The CheMonitor™ was developed to provide vital information instantly anywhere it is needed, and is available anywhere an internet connection is available. The system is continually updated with current SDS, eliminates the necessity of bulky and outdated binders, saves essential space, and is completely compliant with the requirement for readily accessible SDS.

The CheMonitor™ allows users to search easily and efficiently for products by name, location, manufacturer, ingredient, or CAS number, and then access the corresponding 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 the BOE can search all buildings simultaneously or individually depending upon your needs. The database maintains the chemicals, products, and their SDS for each of the identified BOE facilities with 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 SDS.

TASK 3b: OPTIONAL SDS Electronic Media

As an optional Task, and in an effort to assist the BOE with managing SDS, PARS proposes the following:

- To efficiently complete this project, PARS will use its CheMonitor™ computer database of the RTK surveys conducted for the BOE. PARS will link a SDS to its corresponding product using CheMonitor™ and as necessary, contact chemical



manufacturers/suppliers to obtain current SDS. If an SDS is not available, PARS will provide documentation of a "Good Faith" effort to obtain the SDS.

- PARS will provide the BOE with two (2) CD-ROM disks with files organized alphabetically by product name. One disk should be maintained at the school Central File and one disk maintained at the BOE administrative office Central File.

TASK 4: 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 (SDS, RTK Survey, HSFSS, 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 SDS, labels (RTK vs. GHS), and HSFSS.
- Methods to identify and recognize hazardous chemicals in the work area (labels, SDS, and HSFSS).
- A discussion of the physical and health hazards of the hazardous chemicals.
- Control measures and specific procedures used to prevent exposure.
- Methods and observations used to detect the presence or release of a hazardous chemical in the work area.
- Standard operating procedures regarding the use, storage, and emergency clean-up of the hazardous chemicals.
- An explanation of the applicable provisions of the RTK Act (RTK Survey, HSFS, RTK labeling, RTK Poster, RTK Central File, and RTK Hazardous Substance List).
- Hand out of the RTK brochure.
- Tutorial of the CheMonitor™ (if selected).

This scope of work includes training preparation, handouts, on-site training, and documentation for your Central File. Training sessions take approximately four (4) hours for initial training and two (2) hours for update training. Training requirements typically cover employees from maintenance, custodial services, transportation, food service, science, art, shop, and medical departments.

ASSUMPTIONS

Inherent within the purpose and scope of work are several basic assumptions:

- The BOE will provide a RTK coordinator who will serve as the contact person for the BOE. This individual should be familiar with the location and use patterns of the chemical products at the BOE's facilities.
- The BOE will provide a site map for each facility detailing the locations of the chemical inventory.
- The BOE will complete and sign (electronically) the first page of the New Jersey RTK Survey forms for submittal to NJDOH.
- The BOE will conduct a "walkthrough" as required by the New Jersey RTK laws.



- The BOE will provide product SDS for all new products identified from the 2017 RTK Update Survey.

SCHEDULE

PARS is prepared to initiate work on this project within one week upon receipt of your written approval. Upon acceptance of this proposal, PARS will schedule the field work to ensure completion and submission of all deliverables prior to the July 15, 2017 deadline.

PROJECT COST

PARS will provide the services described in the above Scope of Work in accordance with the attached Terms and Conditions. The cost breakdown is detailed below:

| | |
|---|--------------------|
| Task 1: 2017 NJ RTK Update Survey | \$2,550.00 |
| Task 2: Written Hazard Communication Plan | Included in task 1 |
| Task 3a: OPTIONAL Online MSDS / SDS Database | \$1,450.00* |
| Task 3b: OPTIONAL MSDS/SDS Electronic Media | \$1,950.00 |
| Task 4a: RTK Initial Training (per session) | \$ 800.00** |
| Task 4b: RTK Refresher Training (per session) | \$ 600.00** |

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

** Maximum of 45 participants per session

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PARS appreciates the opportunity to offer this proposal to the Glassboro Board of Education. 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 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
Project Manager

Rafael L. Torres, III
Manager, Health & Safety Division

Attachment: Terms & Conditions



PROPOSAL ACCEPTANCE:
PROPOSAL FOR 2017 NEW JERSEY RIGHT-TO-KNOW SURVEY AND
PEOSHAZARD COMMUNICATION PROGRAM COMPLIANCE
PARS PROPOSAL NUMBER 051HS-429600

Accepted By: _____

Representing: _____
Glassboro Board of Education Authorized Representative

Date: _____

| | |
|---|---------------------------|
| Task 1: 2017 NJ RTK Update Survey | _____ |
| Task 2: Written Hazard Communication Plan | <u>Included in Task 1</u> |
| Task 3a: OPTIONAL Online SDS Database* | _____ |
| Task 3b: OPTIONAL MSDS/SDS Electronic Media | _____ |
| Task 4a: RTK Initial Training (per session) | _____ |
| Task 4b: RTK Refresher Training (per session) | _____ |

**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.