



May 6, 2020

500 Horizon Drive
Suite 540
Robbinsville, NJ 08691

Tel: 609-890-7277
Fax: 609-890-9116

Mr. Rich Booth
Buildings & Grounds
Glassboro Board of Education
Joseph L. Bowe Boulevard
Glassboro, New Jersey 08028

**RE: PROPOSAL FOR 2019 NEW JERSEY RIGHT-TO-KNOW SURVEY AND
PEOSH HAZARD COMMUNICATION PROGRAM COMPLIANCE
PARS PROPOSAL NUMBER: 2020-113**

Dear Mr. Booth:

PARS Environmental, Inc. (PARS) is pleased to provide the Glassboro Board of Education District (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 six 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 2019 RTK Survey is a survey update year. By July 15, 2020, the New Jersey Department of Health (NJDOH) requires that the 2019 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 District with their compliance efforts. The Scope of Work will be implemented via the following Tasks:

TASK 1: 2019 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 District building that houses chemicals.
- PARS will input the 2019 RTK Survey for each school, on behalf of the District, 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 the District Central File.

To comply with the Safety Data Sheet (SDS) requirement of the Central File, PARS proposes the following:

- PARS will update the MyPARS online database according to the 2019 surveys.
- PARS will maintain the database and update the database as new products are added throughout the school year. PARS will establish a protocol with the District when new products are purchased and that will identify the storage location and quantity purchased. The District will have the ability to forward a copy of the corresponding SDS electronically, if available. If the District cannot provide an SDS, PARS will locate the manufacturer SDS and upload the .pdf file to the database.
- As of June 1, 2015, the OSHA HAZCOM Standard requires all SDS to be in a new uniform format. As new SDS become available, PARS will replace and update the MSDS in MyPARS database.

TASK 2: Written Hazard Communication Plan

PARS will update the *Written Hazard Communication Plan* for the District. The PARS Manager of Health and Safety or his designee 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 3: Online MSDS / SDS Database

As an optional Task, and in an effort to assist the Township with managing MSDS/SDS and the many pages of information they entail, PARS developed a web-based chemical product database called MyPARS. MyPARS 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 MSDS/SDS, eliminates the necessity of bulky and outdated binders, saves essential space, and is completely compliant with the requirement for readily accessible MSDS/SDS.

MyPARS 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 MyPARS on our secure server, which is accessible through any internet connection. New products can be added at any time during the year. The database is organized by building and location so that Township 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 Township 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 3a: MyPARS Database Annual Maintenance Fee

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

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, HSFSSs, 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 HSFSSs.
- Methods to identify and recognize hazardous chemicals in the work area (labels, SDS, and HSFSSs).
- 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 MyPARS Database.

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 District will provide a RTK coordinator who will serve as the contact person for the District. This individual should be familiar with the location and use patterns of the chemical products at the District's facilities.
- The District will provide a site map for each facility detailing the locations of the chemical inventory.
- The District will complete and sign (electronically) the first page of the New Jersey RTK Survey forms for submittal to NJDOH.
- The District will conduct a "walkthrough" as required by the New Jersey RTK laws.
- The District will provide product SDS for all new products identified from the 2019 RTK Update Survey.

SCHEDULE

PARS is prepared to initiate work on this project within one (1) 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, 2020 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: 2019 NJ RTK Update Survey	\$ 2,550.00
Task 2: Written Hazard Communication Plan	\$ Included in Task 1
Task 3: Online SDS Database MyPARS	\$ 1,450.00
Task 3a: MyPARS Annual Maintenance Fee	\$ 650.00*
Task 4: RTK Initial Training (per session)	\$ 800.00**
Task 4a: RTK Refresher Training (per session)	\$ 650.00**

* *The annual maintenance fee of \$650.00 is waived for the first year*


** *Maximum of 45 participants per session*

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.

PARS ENVIRONMENTAL, INC.



Jessica Perrini
Project Manager



Julian Fernandez-Obregon
Project Industrial Hygienist

Attachment: Terms & Conditions

PROPOSAL ACCEPTANCE:
PROPOSAL FOR 2019 NEW JERSEY RIGHT-TO-KNOW SURVEY AN
PEOSH HAZARD COMMUNICATION PROGRAM COMPLIANCE
PARS PROPOSAL NUMBER: 2020-113

NAME: _____

SIGNATURE: _____
 Glassboro Board of Education Authorized Representative

DATE: _____

- Task 1: 2019 NJ RTK Update Survey _____
- Task 2: Written Hazard Communication Plan Included in Task 1
- Task 3: Online SDS Database MyPARS _____
- Task 3a: MyPARS Database Annual Maintenance Fee _____
- Task 4: RTK Initial Training (per session) _____
- Task 4a: RTK Refresher Training (per session) _____

*** Maximum of 45 participants per session*



ATTACHMENT 1

TERMS & CONDITIONS FOR ENVIRONMENTAL CONSULTING SERVICES

1. SERVICES TO BE PERFORMED: PARS' services shall be provided as specified in a proposal ("Proposal") that PARS will submit to the Client. The Proposal shall describe the scope of work to be performed ("Services"), the location ("Site"), fees and/or rates to be charged, any special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. PARS will be authorized to proceed with the Services when Client indicates its acceptance by signing the Proposal. The Proposal, any attachments pertaining to the Proposal, and these Terms & Conditions for Consulting Services shall comprise the Contract Document.

2. OBLIGATIONS OF CLIENT: Client warrants that all information provided to PARS concerning the required Services is complete and accurate to the best of Client's knowledge. Client agrees to advise PARS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that PARS is relying upon the completeness and accuracy of information supplied to it by Client and PARS will not independently verify such information unless otherwise provided in the Contract Documents. Client shall be solely responsible for and shall indemnify and hold harmless PARS for any costs, expenses or damages incurred by PARS due to Client's failure to follow applicable reporting and governmental requirements.

3. STANDARD OF CARE: PARS' Services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. No other warranty or representation is included or intended under the Proposal, under these Terms and Conditions or elsewhere. Client agrees to give PARS written notice within one (1) year of any breach or default under this section and to provide PARS a reasonable opportunity to cure such breach or default, without the payment of additional fees to PARS, as a condition precedent to any claim for damages.

4. COMPENSATION: Client will pay PARS for Services and expenses in accordance with the Contract Documents. PARS will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its Services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. PARS may suspend work, withhold reports and vacate the site without liability if payment is not received. Client will indemnify PARS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay PARS' attorney's fees, and all other costs incurred in collecting past due amounts.

5. RELIANCE AND INTERPRETATION OF DATA: Documents and data produced by PARS are not intended or represented by PARS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third party's sole risk. PARS shall not be responsible for the interpretation of PARS data by third parties, or the information developed by third parties from such data.

6. SITE ACCESS AND UTILITIES: Client grants or shall obtain for PARS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Contract Documents, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. It is Client's responsibility to mark or furnish the locations of all underground utilities and man-made obstructions at all project Sites, regardless of Site ownership. Client shall indemnify, defend and hold harmless PARS from and against any claims, losses or damages incurred or asserted against PARS related to Client's failure to mark, protect or advise PARS of underground structures or utilities. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend PARS against any claims by the owner and/or occupant for any such damage.

7. HAZARDOUS CONDITIONS OR SUBSTANCES: The Client acknowledges that PARS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the Site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. All Site-generated hazardous and non-hazardous waste, including samples and used disposable protective gear and equipment, are the property of the Client. Client agrees to indemnify and hold harmless PARS against all claims for injury or loss sustained by any party from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant or dangerous substances or conditions at the Site. This indemnity includes but is not limited to, PARS acting as Client's agent to sign waste

manifests; allegations that PARS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance; and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

8. INDEMNIFICATION AND LIMIT OF LIABILITY: The Client agrees to defend, indemnify and hold PARS harmless from and against claims, demands, and lawsuits 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. PARS' liability shall be limited to injury or loss caused by the sole gross negligence or willful misconduct of PARS, its subcontractors, and/or agents hereunder. PARS' liability for injury or loss arising from (1) radiation, nuclear reaction or radioactive substances or conditions; (2) any other toxic irritant, pollutant, 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.

9. 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.

10. CONSEQUENTIAL DAMAGES: In no event shall PARS be liable for any indirect, incidental, consequential, or punitive damages, including, without limitation, loss of financing, loss of business or reputation, loss of income, loss of profit, loss of rent, loss or restriction of use of property, or any other business losses, incurred by the Client or any third party or their respective subsidiaries or successors, regardless of whether such damages or claims are caused by breach of contract, willful misconduct, grossly negligent act or omission, other wrongful act of PARS employees, agents or subcontractors, whether professional or nonprofessional.

11. THIRD-PARTY CLAIMS: Client agrees to pay PARS' costs (including reasonable attorney's fees) for defending PARS against any claims that a third party or a regulatory agency asserts against PARS related to the Services provided to the Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by PARS.