

**CULLEN/SMITH LLC**  
**CAMP RANDALL STADIUM CONSTRUCTION PARTNERSHIP**

**I. BACKGROUND**

As an element in OSHA's strategic plan, the agency seeks to reduce fatalities within the construction industry by 15%. Since OSHA's resources are scarce and all government agencies are being asked to do more with less, the agency has continued to explore new and innovative ways to carry out the mission of OSHA. Cullen/Smith LLC, also has a high regard for workplace safety.

This partnership is designed to address the hazards within the construction industry, and to promote and recognize those jobsites controlled by a contractor that has demonstrated an effective safety and health program. The Partnership agreement is an effective tool for ensuring safety at Camp Randall Stadium Construction Project. This document will serve to establish a cooperative effort in ensuring safety and maintaining an open line of communication between OSHA and contractors on the worksite.

**II. SITUATIONAL ANALYSIS**

According to 2000 data from the Bureau of Labor Statistics, construction had a fatality rate of 17.8 per 100,000 employees compared with manufactures rate of 3.6. Construction has 20% of all the fatalities but employs only 6% of the workforce. In Wisconsin, the total lost workday injury and illness incident rate per 100 employees is 6.3 compared to the national average of 4.1. OSHA has identified the top four causes of fatalities: falls, being struck by equipment or machinery, electrocution, and caught - in-between equipment. On an average, OSHA has traditionally devoted 40-50% of its compliance resources to enforcement activity in the construction industry.

**III. IDENTIFICATION OF PARTNERS**

- Cullen/Smith LLC
- Madison, Wisconsin OSHA
- Wisconsin Consultation Services – WISCON and Health Consultation
- Project Subcontractors
- University of Wisconsin – Madison
- Wisconsin Department of Administration
- Wausau Insurance
- *Trade unions (Brian will detail)*

#### **IV. GOALS**

This partnership will attempt to prevent construction fatalities and serious injuries by establishing a foundation of proactive measures.

1. Maintain lost time injuries and illnesses at a low rate below the national average.
2. Cullen/Smith LLC will conduct frequent job site inspections utilizing system Partnership members. This system provides continuous coverage over a wide variety and perspective of site conditions.
3. Ensure employees receive training as follows:
  - Supervisory personnel, subcontractor's safety designee, and personnel serving as a competent person complete the 30-hour OSHA construction course (or its equivalent). Cullen/Smith LLC, OSHA, WISCON and Health Services will provide this training. Subcontractors can utilize other instructors as long as they can show a valid Certification card showing completion of the course.
  - All employees will receive a site-specific safety orientation covering jobsite safety and health issues and procedures relative to the work being performed.
  - Safety and health training to Hispanic/Latino subcontractors with non-English speaking employees will be conducted in Spanish should the need arise.
  - Other hazard-specific training will be conducted on an as needed basis.
4. Require subcontractors who have a written safety and health programs to submit them to Cullen/Smith LLC. Companies that do not have their own written safety and health programs have the option of adopting the safety and health program of the Cullen/Smith LLC or develop one by utilizing services provided by other Partnership members.

#### **V. MEASUREMENTS**

1. The total lost workday injury and illness rate for the site will be compared to the average for the construction industry in Wisconsin and nationally.
2. Documented job site inspections and total number of hazards identified and corrected will be reported.

3. Cullen/Smith LLC will maintain the records of 30-hour OSHA training certifications. A report of the total number of people trained will be compiled.
4. Safety and Health Programs will be maintained on file with Cullen/Smith LLC. A report of the total number and general effectiveness of the safety and health programs will be compiled.
5. Evaluate the effectiveness of the Fall Protection Plan.

Measurement factors will be compiled every 3 months by Cullen/Smith LLC and at the end of the project. This project is anticipated to last approximately 3 years.

## **VI. PARTNER INVOLVEMENT**

Each partner will designate at least one representative to the Partnership Committee. The Partnership Committee will meet quarterly to evaluate the progress of the partnership. The Committee will review the completed and summarized inspections of the site as part of the quarterly meeting. Hazards identified and corrected as well as trends will be discussed. OSHA and WISCON will provide a representative to share current issues in construction risk control and provide input for improvement.

**Partnership members will meet the responsibilities and opportunity to participate as outlined below:**

### **Cullen/Smith LLC:**

1. Implement a comprehensive safety and health program, which includes:
  - a. Management commitment and employee involvement
  - b. Hazard analysis
  - c. Hazard control
  - d. Arrange for training assistance for other stakeholders on site.
2. Monitor and refer to Wisconsin Consultation, the names of companies who will participate in the project that haven't developed their own safety and health program.
3. Have the authority to enforce safety rules and regulations. This authority will include provisions to hold contractors and employees accountable and, if necessary, remove contractors employees from the job site.
4. Require the use of conventional fall protection (i.e. personal fall arrest systems, safety monitors, warning line systems, safety net systems or guardrail systems) when performing work that is in excess of 6' above a lower level. Steel erection,

ladder work and scaffold operations will be done in accordance with OSHA regulations and/or contract.

5. Where the potential for airborne silica exposure exists, Cullen/Smith LLC will require the use of wet cutting techniques and/or dust collection systems in addition to the mandatory use of approved respiratory protection. To the extent feasible, personal air monitoring will be conducted to assess employee exposures levels. Where the potential for other health issues such as carbon monoxide, lead, or large-scale use of chemicals in the building interior (such as floor finishings) exists, Cullen/Smith LLC will coordinate air monitoring to assess employee exposure levels. Sampling results will be shared with the Wisconsin Health Consultation Service.
6. To the extent feasible serious ergonomic hazards will be identified and corrected. The Wisconsin Health Consultation Service may be used as a resource.
7. During the demolition phase of the project, a comprehensive Demolition Plan will be developed and discussed at the earliest Partnership quarterly meeting.
8. Ground Fault Circuit Interrupters (GFCI) will be used to protect all electrical circuits that are installed for work. All contractors will ensure that employees are protected by the use of a GFCI at all times
9. Provide a person who will have as part of their job description a responsibility for site safety to serve as a point of contact and to oversee the partnership goals.
10. Conduct and document job site safety meetings on a weekly basis.
11. Submit monthly accident reports to OSHA, including first aid and near miss reports.
12. Participate with Wisconsin Consultation – WISCON at the quarterly on site safety inspections and if non-compliant activity or hazards are discovered, the affected contractor shall provide written documentation to WISCON within 72 hours that the unsafe condition has been corrected or that the employees involved received remedial training.
13. Allow OSHA access to the site during inspection activities (Annual monitoring, and unprogrammed activities such as fatalities and employee complaints).
14. Audit the partnership and make recommendations for improvement.
15. Will receive a copy of the job site inspections of their respective areas.
16. Request the services from Wisconsin Consultation – WISCON if a safety and health program has not been developed or submitted for the project.

**OSHA:**

1. OSHA will participate in the quarterly Partnership Committee meetings but will not participate in the walkaround inspection.
2. The Compliance Assistance Personnel from the Madison Area Office will conduct weekly visits of the Camp Randall worksite and aid with the off-site safety and health training
3. Give priority to the Camp Randall worksite when technical assistance is needed.
4. Audit the quarterly reports and make recommendations for improvement in meeting Partnership Goals.
5. Review participating company's safety and health programs, along with sub-contractors as necessary, and provide technical assistance and recommendations for improvement.

**Wisconsin Safety Consultation - WISCON:**

1. Assist with safety and training on the Camp Randall worksite training.
2. Work with subcontractors to establish effective safety and health programs.
3. Be responsible for measurement of the Goal #3 outlined in paragraph IV.
4. Participate in the quarterly Partnership Committee meetings.
5. Provide quarterly inspections of the Camp Randall worksite.
6. Make referrals to the Wisconsin Health Consultation Service through Cullen/Smith LLC when a health hazard is observed that cannot be adequately addressed by the contractors.
7. Audit the partnership and make recommendations for improvement.

**Wisconsin Health Consultation:**

1. Assist with health training on the Camp Randall worksite.
2. Work with subcontractors to establish effective safety and health programs.
3. Be responsible for measurement of the Goal #3 as outlined in paragraph IV.
4. Participate in the quarterly Partnership Committee meetings.

5. Audit the partnership and make recommendations for improvement.

**Subcontractors:**

1. Appoint an on-site person to act as the person responsible to resolve job site safety matters and be the liaison to Cullen/Smith LLC superintendent.
2. Conduct and document job site safety inspections weekly for those employees under their control. This in addition to the general, non-documented inspections that should occur daily. Documentation will be forwarded to Cullen/Smith LLC.
3. Participate with Wisconsin Consultation – WISCON at the quarterly on site safety inspections and if non-compliant activity or hazards are discovered, the affected contractor shall provide written documentation to WISCON within 72 hours that the unsafe condition has been corrected or that the employees involved received remedial training.
4. Will receive a copy of all the job site inspections of their respective areas.
5. Request services from Wisconsin Consultation – WISCON if a safety and health program has not been developed or submitted for the project.

**VII. OSHA INCENTIVES**

1. Focused inspections.
2. Automatic penalty reductions for good faith (35%) and quick fix (15%).
3. Expedited Informal Settlement Agreement penalty reductions of 40%.
4. Following OSHA monitoring inspections, the site will be exempt from programmed inspections for 12 months. Maximum use of “phone and fax” investigations of complaints in lieu of onsite inspections.
5. Priority for on-site consultation by the State of Wisconsin.
6. Other than serious safety issues corrected immediately will be recorded as de minimus.

## **IX. OSHA INSPECTIONS**

OSHA will conduct one unannounced enforcement inspection each year for the term of the project. These inspections will be conducted as described in OSHA's focused inspection directive. All partners will remain subject to OSHA inspections and investigations per the Field Inspection Reference Manual (FIRM).

## **X. EMPLOYEE RIGHTS**

This partnership supports employee's rights as guaranteed under the Occupational Safety and Health (OSH) Act.

## **XI. PROGRAM EVALUATION**

The success of the partnership will be evaluated at 3-month intervals and will include data used to monitor the success of the partnership. A formal evaluation that meets the requirements of Appendix C in TED 8-0. 2 will be prepared annually.

## **XII. LEVERAGING**

This partnership requires frequent inspections of the worksite to identify and correct hazards. It frees OSHA resources to impact other sites, which do not have effective safety and health programs. It also serves as a model to subcontractors and others by demonstrating how to implement a strong safety and health program on a large multi-employer job site. It also encourages a higher level of participation in the safety process by involving everyone on the job site. The knowledge gained from this partnership will be applied to reduce injuries and illness at future work sites.

## **XIII. TERMINATION AND ALTERATIONS**

This agreement shall be in effect until completion of construction activities. Should any "signatory" stakeholder choose to withdraw prior to project completion, a written notice shall be given stating the reason(s).

Changes to the Partnership Agreement may be implemented if all parties are in agreement that it is in the best interest of all members involved.

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Wausau Insurance