

LF Driscoll/OSHA Penn State University James Building Project Partnership Agreement 2020

I. Purpose/Scope

The Harrisburg Area Office of the Occupational Safety and Health Administration (hereafter referred to as "OSHA") and LF Driscoll (hereafter referred to as "LFD"), have agreed to implement an OSHA Strategic Partnership (hereafter referred to as "Partnership") during construction of The Penn State University James Building Project (hereafter referred to as PSUJBP). Common objective and goals of the Partnership include the following: to reduce injuries and illnesses; to continue to increase safety and health training; to ensure effective health monitoring is conducted; and, to increase the number employers with safety and health management systems. The goal of this Partnership is to encourage joint cooperation between OSHA, LFD and contractors to foster a safe work environment for all PSUJBP workers.

The Partnership calls for the PSUJBP to be managed consistent with OSHA's 1989 Safety and Health Management Guidelines, [OSHA's Recommended Practices for Safety and Health Programs in Construction](#), or its equivalent. OSHA will provide timely responses to requests for information, requests for clarification of OSHA standards, and assist as resources and/or OSHA Policy allow. To show their commitment to the Partnership, participating contractors will voluntarily sign a pledge (Appendix B).

This Partnership will not relieve any contractors from or lessen their safety responsibilities nor change any contractual obligations between LFD, PSUJBP Owner/Developer, or participating contractor, nor does it lessen any/all affirmative defenses, legal rights or due process afforded with respect to OSHA enforcement action.

This Partnership will not in any way affect employees' ability to exercise rights under the Occupational Safety and Health ("OSH") Act. This Partnership is consistent with OSHA's long-range effort to develop a contractor/government partnership approach to safety management. It allows for better use of OSHA resources and for innovation in safety management, and it encourages more participation in the safety process by each stakeholder.

II. Identification of Partners

The following organizations are considered Partners:

- Occupational Safety and Health Administration, Harrisburg Area Office (OSHA)
- LF Driscoll

The following organizations pledge to support the Partnership:

- The Pennsylvania State University
- Participating Contractors
- Participating Unions

III. PSUJB Project Overview

The PSUJBP is located at 121-123 South Borrowes Street in the Borough of State College, Pennsylvania. The project includes the demolition of an existing two-story building with a partial basement. The new six story building consists of the excavation for a below grade one story parking garage. The building is supported on concrete spread footing and poured in place concrete foundations walls. The super structure is structural steel and poured in place concrete decks. The exterior façade is a combination of masonry, curtainwall and insulated metal panels. The project has a small green roof on the 6th floor for viewing from the interior public space. The interior of the building is made up of several different configurations and materials for Penn State students and organizations.

IV. Partnership Goals, Strategies, Measures

The primary objective of this Partnership is to create a working relationship that focuses on preventing work-related injuries and fatalities, controlling or eliminating serious workplace hazards, and establishing a foundation for the development of an effective safety and health program. The foundation of the safety and health program at the site will be administered through the implementation of the LFD specific Site Environmental, Health and Safety Program by participating contractors. (Attachment 1 – Table of Contents).

Partners will meet quarterly to review PSUJBP injury and illness statistics and work together to resolve workplace safety and health issues. The Partnership goals, strategies, and measures employed to achieve these results will include the following:

Goal	Strategy	Measures/Products
1. Reduce the total number of injuries and illnesses annually. Have injury and illness rates that are equal to or less than the baseline rates, thereby providing a safe and healthy work environment for workers at the project.	a. Review the OSHA 300 data of the Partnership participants and their contractors, excluding OSHA. b. Calculate The Project's Days Away From Work, Restricted, or Job Transferred (DART) rate. c. Compare this data with the baseline rates for the Partnership.	a. This goal will be measured by the number of participating contractors in the Partnership, which reduce their DART rates below the baseline for this project. b. Baseline will be based on 1.4, the DART rate for NAICS code 2362 nonresidential building construction. c. Partners will meet quarterly to review injury and illness statistics and work together to resolve workplace safety and health issues.

<p>2. Effective control of workplace hazards by increasing the number of participating contractors with safety and health management systems.</p>	<p>a. Methods to evaluate the participants' performance in this area will include the implementation of comprehensive safety and health management systems and the increase in the number of participating contractors that establish effective safety and health management systems.</p>	<p>a. Compare the number of participants that develop and implement effective safety and health management systems as a result of participating in the Partnership, with the baseline for the Partnership. The baseline will be established during the initial year of the Partnership.</p>
<p>3. Conduct effective self-inspections, training, technical assistance, and consultation activities in areas where workers may be exposed to hazards.</p> <p>The overall outcome of this goal should be the reduced exposure of workers to hazards, as well as a reduced injury and illness rate.</p>	<p>a. LFD will use an established tracking tool to document all self-inspections, the number of hazards corrected, any industrial hygiene monitoring data (if conducted), and training conducted during the Project</p>	<p>A comparison will be made after establishing baseline data during the first year for the following categories. The Partners will meet quarterly to review:</p> <ul style="list-style-type: none"> a. The number of self-inspections performed, the number of hazards identified and corrected, b. The number of training sessions conducted by the Partners, training hours for workers and supervisors/managers
<p>4. Develop a working relationship with to maintain a continuing dialogue that supports various OSHA safety and health campaigns/initiatives</p>	<p>LFD and all on-site participating contractors will participate in OSHA's Focus Four Campaign and annually will hold a National stand-down to prevent falls in construction event until the project is completed.</p> <ul style="list-style-type: none"> a. LFD and all on-site participating contractors will print and display OSHA's National safety stand-down poster in visible working locations and inside their on-site trailers. b. LFD will present, and all on-site participating contractors will participate in the weekly toolbox talks associated with Region III's Focus Four Campaign. 	<p>All data below will be provided to OSHA during the quarterly meetings.</p> <ul style="list-style-type: none"> a. LFD, along with their participating contractors will use OSHA's "Join the National Safety Stand-Down" webpage to sign-up for the event, provide information about their stand down activity and complete the survey. In addition, LFD, along with their contractors will provide the Harrisburg Area Office the number of workers that participated. b. LFD will provide the Harrisburg Area Office with the number of workers trained in each week's toolbox talk that is associated with the Region III Focus Four Campaign.

V. Statement of Agreement

OSHA agrees to:

- Evaluate LFD's PSUJBP Site Specific Safety Plan (Attachment 1) prior to and during the OSHA enforcement verification visits using Appendix C (or equivalent) and to determine whether effective safety and health management systems are in place.
- Designate an OSHA Official to serve as a resource and liaison person for the Partnership.

- Meet with LFD quarterly to review PSUJBP safety performance. Safety performance will be evaluated through review of contractors' OSHA 300 logs for the PSUJBP and related accident reports.
- Provide timely responses to requests for information and verbal clarification of OSHA standards, as resources permit. Written clarifications for letters of interpretation will be directed to the National Office for clarification.
- Provide information on OSHA training resources.
- Conduct a non-enforcement verification visit within 30 days of the Partnership signing.

LFD agrees to:

1. Provide a Site Safety Manager to serve as a safety resource and liaison person for the Partnership and to assist contractors with safety issues / concerns.
2. Provide notice to all contractors that the PSUJBP is subject to this Partnership and include the Partnership Fact Sheet (Appendix A) in the PSUJBP New Employee Safety Orientation and notify contractors of the on-site non-enforcement verification visit.
3. Develop and implement the PSUJBP Site Specific Safety Plan (Attachment 1).
4. Evaluate each contractors' site-specific safety plans, prior to beginning work on site. Conduct preplanning meetings with contractors for high risk activities.
5. Ensure participating contractors and the Owner have pledged both support and cooperation to the Partnership (Appendix B).
6. Offer contractors safety and health information (i.e., toolbox safety meetings) especially on the focused four construction hazards (which are Falls; Caught-In or Between; Struck-By and Electrocutions), participate in OSHA's Fall Stand Down.
7. Maintain PSUJBP Safety Performance Report (required to accomplish Appendix D). Require all active contractors to submit an updated OSHA 300 Log for the PSUJBP.
8. Meet with OSHA quarterly to review the safety performance of LFD and contractors and provide feedback on accident/incident tracking and trending, which is provided by Corporate Safety.
9. Coordinate safety related matters that pertain to site general conditions such as hazard communications, emergency response, confined space entry, installation and maintenance of building perimeter guardrail systems and housekeeping.
10. Implement a six-foot fall protection policy with all contractors, which means a hard barricade or personal fall arrest system.
11. Enforce a Zero Tolerance Policy whereby workers engaged in fall protection, NFPA 70 E, confined space issues or OSHA non-compliant excavations described in our safety policy will be removed from the site, retrained within two days and return to work. A second infraction shall require the worker to be permanently removed from the site.
12. Conduct monthly Corporate Safety Audits and Meetings, periodic Stewards Site Safety Committee meetings, quarterly "Worker Forums", weekly site inspections, accident/incident investigations, monitor contractor weekly tool box talks as well as

Daily Huddles or Pre-Task Plans, monthly “Five Folks” lunches, monthly Site Specific Safety Committee meetings and other safety initiatives as required by LFD.

NOTE: At this time of the COVID-19 Pandemic, LFD is not conducting in-person meetings, lunches and other gatherings requiring close contact or that are not in compliance with CDC or Pennsylvania Department of Health Guidelines. While the guidance is active, meetings will be held virtually to reduce exposure.

13. Provide a designated safety representative with authority to take corrective action, to perform the non-enforcement visit with the OSHA Official.
14. Provide a list of the participating contractors to OSHA during each quarterly meeting.

VI. **On-Site Non-Enforcement Verifications**

In order to assist in measuring the success of this Partnership, an initial non-enforcement verification visit will be conducted within 30 days of the signing of this agreement, and annually thereafter. Within seven calendar days of the non-enforcement visit, LFD will provide abatement to the OSHA Area Director. If the abatement will take longer than seven days, LFD will provide interim measures being taken, with updates, until the abatement is complete. If the abatement is going to take more than fifteen days a discussion with the OSHA Area Director or designee must be had to ensure the abatement is being done in a timely manner. Any imminent danger violations must be corrected immediately. If the abatement of items found in the non-enforcement verification visit are not received in a timely manner, the items will be referred for enforcement.

OSHA will meet with LFD quarterly to review Partnership issues and to examine updated TCIR and DART rates and the injury and illness experience of all contractors at this site. OSHA shall provide feedback on any noted incident trends and patterns.

VII. **OSHA Inspections**

This Partnership provides for the timely response to each allegation of a safety or health hazard brought to each contractor’s attention by any person. Upon a finding that an allegation is valid, the responsible contractor shall promptly abate the hazard.

OSHA agrees that a copy of each non-formal complaint related to the work at the site and filed with OSHA will be forwarded to the PSUJBP site office for action. In accordance with applicable law, the identity of a complainant requesting confidentiality will not be revealed. LFD agrees to investigate these complaints regardless of the contractor involved and provide OSHA with a written response within five working days of receiving the non-formal complaint/referral.

OSHA personnel will continue to conduct investigations and inspections in any event or circumstance that may warrant the opening of an OSHA inspection, pursuant to the policy set

forth in Field Operations Manual (FOM). These may include but are not limited to local or national emphasis programs, complaints, referrals, fatalities, catastrophes, or other accidents or significant events. OSHA will also investigate contractors whose employees are exposed to or are creating plain view hazards at the Project. These investigations will be conducted outside of this Partnership agreement in accordance with established OSHA enforcement policy. Violations documented during such investigations may result in the issuance of citations and penalties. OSHA reserves the right to issue citations and penalties for violations including but not limited to regulatory violations for which mandatory penalties are established.

VIII. Safety and Health Management Systems

OSHA and LFD support the implementation of safety and health management systems, including the four main elements of management commitment/employee involvement, hazard identification, hazard correction/control, and employee training. LFD commits to implementing a safety and health management system at the worksite as detailed in Appendix C.

IX. Worker and Employer Rights – Employee Involvement

This Partnership does not preclude workers and/or employers from exercising any right provided under the OSH Act (or, for federal workers, 29 CFR 1960), nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the OSH Act. This Partnership recognizes workers bring valuable skills and perspective to the implementation of an effective site safety and health system. Workers on site will be encouraged and given opportunities to be involved in the site safety and health system. Employee involvement will include, but are not limited to, participation in self-audits, site inspections, job hazard analysis, safety and health management system reviews, safety training and accident/near miss reporting. Employee involvement will be included in the Safety and Health Management System Evaluation (Appendix C).

X. Annual Evaluation

Partners will jointly prepare an annual evaluation of the Partnership using Appendix D. The evaluation will review the success of the Partnership, lessons learned, and changes that will be made to meet the goals of the Partnership. Annual evaluations will be submitted by the Partners to OSHA's Philadelphia Regional Office no later than 30 days after the signing anniversary date each year.

XI. Termination

This Partnership will terminate two years from the date of the signing or upon completion of the PSUJBP. If either Partner wishes to withdraw its participation prior to the established termination date, a written notice shall be given, stating the reason(s) and providing 30 days'

notice to the other party(s).

XII. Paperwork Reduction Act

OSHA Strategic Partnerships are part of OSHA’s available voluntary cooperative programs. As per the Paperwork Reduction Act of 1995 (PRA OMB CONTROL NO. 1218-0244, expires July 31, 2022), the public reporting burden for this partnership's collection of information is estimated at 11 hours per participant, per year. If you have any comments regarding this collection of information, including suggestions for reducing the burden or revising the burden estimate, please direct them to:

Occupational Safety and Health Administration
Attention: Director, Office of Partnerships and Recognition
Directorate of Cooperative and State Programs
200 Constitution Avenue, NW - Room N3700
Washington, DC 20210

XIII. Signatures

Based on a mutual interest to protect construction workers, the below parties agree to the terms of the OSHA / LFD Partnership Agreement for the construction of The Penn State University James Building Project.

Signed _____ day of _____, 2020

Partners:

**David Olah Area Director
Harrisburg Area Office
USDOL/OSHA**

**John DeFazio
Officer-in-Charge
LF Driscoll**

In Support of:

XXXXXXXXXXXX XXXXXXXXXXXXXXX
TITLE
Penn State University

PARTNERSHIP FACT SHEET - APPENDIX A

Harrisburg Area Office, Region III, of the Occupational Safety and Health Administration (hereafter referred to as "OSHA") and LF Driscoll (hereafter referred to as "LFD"), have agreed to implement an OSHA Strategic Partnership (hereafter referred to as "Partnership") during construction of Penn State University James Building Project (hereafter referred to as "PSUJBP").

The goal of this Partnership is to encourage joint cooperation between OSHA, LFD, and contractors to foster a safe work environment for all PSUJBP workers.

The agreement between LFD and OSHA calls for the PSUJBP to be managed consistent with OSHA's 1989 Safety and Health Management Guidelines or its equivalent.

Under the Partnership, OSHA will provide timely responses to requests for information, requests for clarification of OSHA standards and other assistance as resources and/or OSHA Policy allow. To show their commitment to the Partnership, participating contractors will voluntarily sign this pledge.

This Partnership will not relieve any contractors from or lessen their safety responsibilities nor change any contractual obligations between LFD, PSUJBP Owner/Developer, or contractor, nor does it lessen any/all affirmative defenses, legal rights or due process afforded with respect to OSHA enforcement action.

This Partnership will not in any way affect workers' ability to exercise rights under the OSH Act.

This Partnership is consistent with OSHA's long-range effort to develop a contractor/government partnership approach to safety management. It allows for better use of OSHA resources and for innovation in safety management, and it encourages more participation in the safety process by each stakeholder.

Occupational Safety and Health Administration & LF Driscoll - Appendix B Partnership Agreement

Pledge of Support

Harrisburg Area Office, Region III, of the Occupational Safety and Health Administration (hereafter referred to as "OSHA") and LF Driscoll (hereafter referred to as "LFD"), have agreed to implement an OSHA Strategic Partnership (hereafter referred to as "Partnership") during construction of Penn State University James Building Project (hereafter referred to as "PSUJBP").

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The agreement between LFD and OSHA calls for the PSUJBP to be managed consistent with OSHA's 1989 Safety and Health Management Guidelines, OSHA's Recommended Practices for Safety & Health Programs in Construction, or its equivalent.

OSHA will provide timely responses to requests for information, requests for clarification of OSHA standards and other assistance as resources and/or OSHA Policy allow. To show their commitment to the Partnership, contractors will voluntarily sign a pledge (Appendix B)

This Partnership will not relieve any contractors from or lessen their safety responsibilities nor change any contractual obligations between LFD, PSUJBP Owner/Developer, or contractor, nor does it lessen any/all affirmative defenses, legal rights or due process afforded with respect to OSHA enforcement action.

This Partnership will not in any way affect workers' ability to exercise rights under the OSH Act.

This Partnership is consistent with OSHA's long-range effort to develop a contractor/government partnership approach to safety management. It allows for better use of OSHA resources and for innovation in safety management, and it encourages more participation in the safety process by each stakeholder.

Based on mutual interest to protect construction workers, the below party pledges both support and cooperation to the OSHA / LFD Partnership Agreement by following the LFD PSUJBP Project Safety Plan.

Authorized Representative (print / type)

Signature

Title (print / type)

Company / Organization (print / type)

SAFETY AND HEALTH MANAGEMENT SYSTEM EVALUATION - APPENDIX C

1. LFD and contractors have or will have implemented a comprehensive written PSUJBP Safety Plan.
2. LFD maintains or will maintain copies of contractors' safety and health plans, hazard communication plans, and fall protection plans (where applicable). LFD requires contractors to follow its safety plan and will not accept any plans or practices that are less stringent.
3. LFD will have a full time safety representative at the site to conduct and document safety inspections of work, and who through training and experience, can recognize hazards, and has authority to take prompt corrective action. Minimum training required for a site safety representative is the 30-Hour Construction Safety Outreach Course, as specified in the PSUJBP Safety Plan.
4. LFD and contractors have or will have trained field supervisory personnel and has provided additional training for competent persons in such areas as scaffolding, excavation, fall protection, crane operations, etc. (Additional training will be dictated by the type and scope of the work the contractor conducts).
5. All foremen and safety staff will have been trained in the OSHA 30 Hour course within the last five years.
6. LFD has or will provide a safety and health management system orientation for all new workers to the site. All contractors are to conduct orientation including hazard recognition specific to their work.
7. LFD and contractors will have employee involvement in the Partnership. Examples include, but will not be limited to, participation in site inspections, job hazard analysis, accident/incident /near-miss investigations and site safety stand downs.
8. LFD and contractors will follow a six-foot fall protection policy which means a hard barricade or personal fall arrest equipment.
9. LFD will conduct monthly Corporate Safety Audits and Meetings, monthly Site Safety Committee meetings, quarterly safety worker forums, monthly "Five Folks" lunches, weekly site inspections, accident/incident investigations, and monitor contractor weekly tool box talks and Daily Huddles/ Pre-Task Planning.
10. LFD and contractors will have a written enforcement program. LFD's written enforcement program is a progressive discipline system. The program progresses from verbal warnings to written warnings with enforcement. Incidental Employee Misconduct is a "Three Strikes, You're Out Rule". The written enforcement notices will require either complete re-training or dismissal from the job site at LFD's discretion. LFD reserves the right for immediate dismissal without warnings for anything that is deemed a blatant disregard of safety rules and regulations. Contractors are subjected to the same enforcement program and policy. Contractors are subject to discipline up to and including fines.
11. Enforce a Zero Tolerance Policy whereby workers engaged in fall protection, NFPA 70 E, confined space issues or non-compliant OSHA excavations as described in our safety policy will be removed from the site, retrained within two days and returned to work. A second infraction requires the worker to be permanently removed from the site.

Appendix D

***OSHA Strategic Partnership Program
Annual Partnership Evaluation Report***

Cover Sheet

Partnership Name		
Purpose of Partnership		
Goals of Partnership		
Goal	Strategy	Measure
Anticipated Outcomes		
Strategic Management Plan Target Areas (check one)		

Construction		Manufacturing Amputations	
Non-Construction			
Strategic Management Plan Areas of Emphasis (check all applicable)			
Amputations in Construction		Oil and Gas Field Services	
Blast Furnaces and Basic Steel Products		Preserve Fruits and Vegetables	
Blood Lead Levels		Public Warehousing and Storage	
Concrete, Gypsum and Plaster Products		Ship/Boat Building and Repair	
Ergo/Musculoskeletal		Silica-Related Disease	
Landscaping/Horticultural Services		Other:	

Section 1 General Partnership Information

Date of Evaluation Report									
Evaluation Period									
Start Date				End Date					
Evaluation Contact Person									
Originating Office									
Partnership Coverage									
# Active Employers					# Active Employees				
Industry Coverage (note range or specific SIC and NAICS for each partner)									
Partner				SIC		NAICS			

Section 2 Activities Performed

Note whether an activity was required by the OSP and whether it was performed		
	Required	Performed
a. Training		
b. Consultation Visits		
c. Safety and Health Management Systems Reviewed/Developed		
d. Technical Assistance		
e. VPP-Focused Activities		
f. OSHA Enforcement Inspections		
g. Offsite Verifications		
h. Onsite Non-Enforcement Interactions		
i. Participant Self-Inspections		

j. Other Activities			
2a. Training (if performed, provide the following totals)			
Training sessions conducted by OSHA staff			
Training sessions conducted by non-OSHA staff			
Employees trained			
Training hours provided to employees			
Supervisors/managers trained			
Training hours provided to supervisors/managers			

2b. Consultation Visits (if performed, provide the following total)			
Consultation visits to partner sites			
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)			

2c. Safety and Health Management Systems (if performed, provide the following total)			
Systems implemented or improved using the 1989 Guidelines as a model			0
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)			

	Provided by OSHA Staff	Provided by Partners	Provided by Other Party
Conference/Seminar Participation			
Interpretation/Explanation of Standards or OSHA Policy			
Abatement Assistance			
Speeches			
Other (specify)			
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)			

2e. VPP-Focused Activities (if performed, provide the following totals)	
Partners/participants actively seeking VPP participation	
Applications submitted	
VPP participants	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	
2f. OSHA Enforcement Activity (if performed, provide the following totals for any programmed, unprogrammed, and verification-related inspections)	
OSHA enforcement inspections conducted	
OSHA enforcement inspections in compliance	
OSHA enforcement inspections with violations cited	
Average number of citations classified as Serious, Repeat, and Willful	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	
2g. Offsite Verification (if performed provide the following total)	
Offsite verifications performed	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	
2h. Onsite Non-Enforcement Verification (if performed provide the following total)	
Onsite non-enforcement verifications performed	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	

2i. Participant Self-Inspections (if performed provide the following totals)	
Self-inspections performed	
Hazards and/or violations identified and corrected/abated	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	
2j. Other Activities (briefly describe other activities performed)	

Section 3 *Illness and Injury Information*

Year	Hours	Total Cases	TCIR	# of Days Away from Work Restricted and Transferred Activity Cases	DART
Three-Year Rate					
BLS National Average for 20					
Baseline					

Comments

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Section 4 Partnership Plans, Benefits, and Recommendations

Changes and Challenges (check all applicable)		
	Changes	Challenges
Management Structure		
Participants		
Data Collection		
Employee Involvement		
OSHA Enforcement Inspections		
Partnership Outreach		
Training		
Other (specify)		
Comments		
Plans to Improve (check all applicable)		
	Improvements	
Meet more often		
Improve data collection		
Conduct more training		
Change goals		
Comments		
Partnership Benefits (check all applicable)		
Increased safety and health awareness		
Improved relationship with OSHA		
Improved relationship with employers		
Improved relationship with employees or unions		
Increased number of participants		
Other (specify)		
Comments		

Status Recommendation (check one)	
Partnership Completed	
Continue/Renew	
Continue with the following provisions:	
Terminate (provide explanation)	