

I. General

The Pittsburgh Area Office of the Occupational Safety and Health Administration (hereafter referred to as "OSHA") and Mascaro Barton Malow, a joint venture (hereafter referred to as "Mascaro Barton Malow"), have agreed to implement an OSHA Strategic Partnership (hereafter referred to as the "Partnership") during construction of the University of Pittsburgh Recreational Center and Student Housing Project (hereafter referred to as the "Project").

The goal of this Partnership is to encourage joint cooperation between OSHA, Mascaro Barton Malow, and trade contractors to foster a safe work environment for all Project employees.

The Partnership calls for the Project to be managed consistent with OSHA's Recommended Practices for Safety and Health Programs in Construction Guidelines 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 trade contractors from, lessen their safety responsibilities, nor change any contractual obligations between Mascaro Barton Malow, Project Owner/Developer, or trade 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 and OSHA regulations. The 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, Pittsburgh Area Office
- Mascaro Barton Malow, A Joint Venture

The following organizations pledge to support the Partnership:

- Pittsburgh Building & Construction Trades Council
- University of Pittsburgh
- Trade Contractors

III. Project Overview

The Project involves several components including construction of a new Recreation and Wellness Center (Rec Center), a new Hillside Housing Complex (Housing) and enabling work (Enabling) to facilitate the two new structures. The overall project has a current estimated cost of 245 million dollars.

Project details include:

Owner:

University of Pittsburgh
4200 Fifth Avenue
Pittsburgh, PA 15260

Project highlights:

The Enabling project includes re-alignment of University Drive C to facilitate construction of Housing. The re-alignment includes excavation of an existing hillside and construction of a new soil nail retention structure. The Enabling project also includes relocation of existing utilities (electrical power, storm sewers, sanitary sewers, combination sewers and chilled water) serving the O'Hara Parking Garage and/or the LRDC Building that both will eventually be demolished to make space for the Rec Center. Relocation of a section of domestic water service to Eberly Hall is also planned. Within the Enabling project, a new hair pin road to provide future access to Eberly Hall will be constructed. Due to steep slopes at the location of the new hair pin road, two reinforced soil slope structures and a soil nail retention structure will be installed. An investigation of an existing mine outcrop is being conducted to evaluate the need for mine grouting in advance of the hair pin road. The Enabling project is planned to occur between December 2019 and October 2020 and is expected to involve 10 union contractors that will employ approximately 20 craft workers at peak of construction.

Construction of the Rec Center will provide a student activity hub, social engagement center and interaction space. The project includes asbestos abatement within and then demolition of both the O'Hara Parking Garage and the LRDC Building. Abatement and demolition are planned between April 2020 and February 2021. The work is expected to utilize 2 union contractors and employ approximately 25 craft workers at peak construction. The new Rec Center is expected to occupy 300,000 square feet of new space. The preliminary design includes spaces for food service, wellness center, cardio gyms, lap swimming pool and locker rooms, a multi-story climbing wall, racquet ball courts, a lap running track and basketball courts.

The Housing project is being constructed as part of a multi-phased response to student demand for on-campus housing. The building will be located on a hillside north of O'Hara Street in close proximity to the Rec Center and existing dormitory Irvis Hall. The structure is planned to be 12 stories and is expected to occupy 240,000 square feet of new space providing 600 bed suite and apartment style living. A five story underground garage is planned providing 350 parking spaces. Construction of Housing is planned to occur between October 2020 and May 2023. The Rec Center is planned to occur between February 2021 and June 2023. The work on these 2 new structures is expected to utilize approximately 30 union trade contractors and employ approximately 200 craft workers at peak construction.



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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 goals employed to achieve these results will include the following:



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Goal	Strategy	Measures/Products
1. Reduce the total number of injury and illness cases, thereby providing a safer and healthier work environment for workers at the Project.	a. Review the OSHA 300 data of all trade contractors. b. Calculate the Project's Days Away From Work, Restricted, Or Job Transferred (DART) rate. c. Partners will meet quarterly to review injury and illness statistics and work together to resolve workplace safety and health issues and reduce injury and illnesses.	a. The Partnership baseline DART rate is established at 4.3. b. Reduce the DART rate by 3 percent annually.
2. Control workplace hazards by assisting contractors with the implementation of an effective safety and health management systems (SHMS).	a. Mascaro Barton Malow will conduct evaluations of each trade contractor's SHMS in accordance with Appendix C.	The Partners will meet quarterly to review: a. The number of trade contractors that have completed the Mascaro Barton Malow safety evaluation and have pledged both support and cooperation to the Partnership.
3. Conduct effective self-inspections and assist trade contractors with training resources and technical assistance in areas where workers might be exposed to hazards.	a. Mascaro Barton Malow will document all self-inspections, the number of hazards corrected, and safety training conducted by trade contractors for workers on the Project.	The Partners will meet quarterly to review: a. The number of self-inspections performed, and the number of hazards identified and corrected. b. The number of training sessions conducted and the number of training hours provided for workers and supervision.

<p>4. Develop a working relationship with OSHA to maintain a continuing dialogue that supports safety and health campaigns/initiatives.</p>	<p>a. Mascaro Barton Malow and all on-site participating trade contractors will hold an annual event to support the OSHA National Fall Prevention Safety Stand-Down until the Project is completed. Mascaro Barton Malow and all participating trade contractors will display a stand-down poster (provided by Pittsburgh Area Office) on site.</p> <p>b. Mascaro Barton Malow and all on-site participating trade contractors will hold an annual event to support the NUCA Trench Safety Stand-Down until the Project is completed. Mascaro Barton Malow and all participating trade contractors will display the stand-down poster on the site.</p> <p>c. Mascaro Barton Malow and all on-site participating trade contractors will participate in the NIOSH/OSHA annual Heat Stress Prevention campaign until the Project is completed. Mascaro Barton Malow and all participating trade contractors will use the OSHA/NIOSH Heat Safety Tool App and display Heat Stress Prevention posters (provided by Pittsburgh Area Office) on site.</p> <p>d. Mascaro Barton Malow and all on-site participating trade contractors will participate in the Region III Focus Four Campaign.</p>	<p>The Partners will meet quarterly to verify and/or review:</p> <p>a. The use OSHA's "National Fall Safety Stand-Down" webpage to log their event, provide information about their stand down activity and complete the survey.</p> <p>b. The use NUCA's "National Trench Safety Stand-Down" webpage to log the event(s), provide information about their stand down activity and complete the survey.</p> <p>c. The number of workers trained on the annual Heat Stress Prevention "Water, Rest, Shade" campaigns.</p> <p>d. The number of workers trained in each safety talk that is associated with the Region III Focus Four Campaign.</p>
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V. Partnership Management and Operation

Mascaro Barton Malow in association with the U.S. Department of Labor/Occupational Safety and Health Administration – Pittsburgh Area Office will form a committee to monitor the implementation of this Partnership. It will consist of a representative from each of the Partners. The Compliance Assistance Specialist (CAS) will serve as OSHA's primary contact. The Committee will review trade contractor compliance and involvement in the Partnership, analyze job site audits, make Partnership improvements, and evaluate Partnership modifications, achievements, and successes.

Partnership Roles and Responsibilities

OSHA agrees to:

1. Evaluate Mascaro Barton Malow Project Safety Plan (Attachment 1) prior to and during the OSHA enforcement verification inspections using Appendix C (or equivalent) and to determine whether effective SHMS are in place.
2. Designate an OSHA CAS to serve as a resource and liaison person for the Partnership.
3. Meet with Mascaro Barton Malow quarterly to review Project safety performance. Safety performance will be evaluated through review of trade contractors' OSHA 300 logs for the Project and related accident reports.
4. Provide timely response to requests for information and clarification of OSHA standards, as resources permit.
5. Provide information on OSHA training resources available.

Mascaro Barton Malow agrees to:

1. Provide a dedicated Site Safety Manager to serve as a safety resource and liaison person for the Partnership and to assist trade contractors with safety issues/concerns.
2. Provide notice to all trade contractors that the Project is subject to this Partnership and include the Partnership Fact Sheet (Appendix A) in the Project New Worker Safety Orientation.
3. Develop and implement the Project Safety Plan (Attachment 1).
4. Evaluate trade contractors' SHMS utilizing Mascaro Barton Malow Safety Evaluation (Attachment 2).
5. Notify the OSHA Pittsburgh Area Office of trade contractors that have completed Mascaro Barton Malow Safety Evaluation and have pledged both support and cooperation to the Partnership (Appendix B).
6. Offer trade 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).
7. Maintain Project safety performance report. Require all active trade contractors to submit an updated OSHA 300 Log for the Project.
8. Meet with OSHA quarterly to review the safety performance of Mascaro Barton Malow and trade contractors and provide feedback on noted incident trends or patterns.
9. Coordinate safety related matters that pertain to site general conditions such as hazard communications, emergency response, installation and maintenance of building perimeter guardrail systems and housekeeping.

VI. On-Site Enforcement Verification Inspections

In order to assist in measuring the success of this Partnership, an initial enforcement verification inspection will be conducted after the signing of this Partnership, and annually thereafter. The enforcement verifications may be conducted as a focused inspection if the site meets the criteria outlined in OSHA's current enforcement guidelines. In addition to traditional enforcement issues, the inspection will assess the Partner's and participating trade contractor's progress in meeting the requirements of the Partnership.

VII. OSHA Inspections

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

OSHA agrees that a copy of each non-formal complaint related to the Project and filed with OSHA will be forwarded by fax or mail to the Project office. In accordance with applicable law, the identity of a complainant requesting confidentiality will not be revealed. Mascaro Barton Malow 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 formal 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. 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. Incentives

OSHA's FOM details opportunities available during citation/case settlement for all employers who undergo onsite enforcement inspections. These opportunities are also available for participating trade contractors.

IX. Worker and Employer Rights – Employee Involvement

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



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X. Safety and Health Management Systems

OSHA and Mascaro Barton Malow support the implementation of SHMS), including the four main elements of management commitment/employee involvement, hazard identification, hazard correction/control and employee training. Mascaro Barton Malow commits to implementing a SHMS at this Partnership site as detailed in Appendix C.

XI. 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 45 days after the signing anniversary date each year.

XII. Termination

This Partnership will terminate three years from the date of the signing or upon completion of the Project. If either Partner wishes to withdraw its participation prior to the established termination date, the agreement will terminate upon receiving a written notice of the intent to withdraw from either signatory.

XIII. 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



Partnership Agreement

XIV. Signatures

United States Department of Labor
Occupational Safety & Health
Administration

Based on a mutual interest to protect construction workers, the below parties agree to the terms of the Partnership for the construction of the University of Pittsburgh Recreational Center and Student Housing Project.

Signed _____ day of _____, 2020

Partners:

Christopher Robinson
Area Director
Pittsburgh Area Office
USDOL/OSHA

John Mascaro Jr.
Chief Executive Officer
Mascaro Construction Company, L. P.

Chris Burns
Project Manager
Barton Malow

In Support of:

Tom Melcher
Business Manager
Pittsburgh Regional Building Trades Council



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PARTNERSHIP FACT SHEET – APPENDIX A

Pittsburgh Area Office, Region III, of the Occupational Safety and Health Administration (hereafter referred to as “OSHA”) and Mascaro Barton Malow, a joint venture (hereafter referred to as “Mascaro Barton Malow”), have agreed to implement an OSHA Strategic Partnership (hereafter referred to as “Partnership”) during construction of the University of Pittsburgh Recreational Center and Student Housing Project (hereafter referred to as “Project”).

The goal of this Partnership is to encourage joint cooperation between OSHA, Mascaro Barton Malow, and trade contractors to foster a safe work environment for all project workers as described in this Partnership.

The Partnership between Mascaro Barton Malow and OSHA calls for the Project to be managed consistently with OSHA’s Recommended Practices for Safety and Health Programs in Construction Guidelines 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, participating contractors will voluntarily sign a pledge (Appendix B).

This Partnership will not relieve any trade contractors from or lessen their safety responsibilities nor change any contractual obligations between Mascaro Barton Malow, Project Owner/Developer, or trade 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 and OSHA regulations.

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’s resources, for innovation in safety management, and it encourages more participation in the safety process by each stakeholder.



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PLEDGE – APPENDIX B

Pittsburgh Area Office, Region III, of the Occupational Safety and Health Administration (hereafter referred to as “OSHA”) and Mascaro Barton Malow (hereafter referred to as “Mascaro Barton Malow”), have agreed to implement an OSHA Strategic Partnership (hereafter referred to as “Partnership”) during construction of the University of Pittsburgh Recreational Center and Student Housing Project (hereafter referred to as “Project”).

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The Partnership between Mascaro Barton Malow and OSHA calls for the project to be managed consistently with OSHA’s Recommended Practices for Safety and Health Programs in Construction 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, trade contractors will voluntarily sign this pledge.

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

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

Authorized Representative (print / type)

Signature

Title (print / type)

Company / Organization (print / type)



Partnership Agreement

SAFETY AND HEALTH MANAGEMENT SYSTEM (SHMS) EVALUATION – APPENDIX C

1. Mascaro Barton Malow and trade contractors have implemented a comprehensive written Project Safety Plan.
2. Mascaro Barton Malow will have copies of trade contractors' safety and health plans, hazard communication plans, and fall protection plans (where applicable) or Mascaro Barton Malow will require trade contractors to follow its safety plan.
3. Mascaro Barton Malow and trade contractors will have either a full-time or designated 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 either the OSHA 10-Hour or 30-Hour Construction Safety Outreach Course, as specified in the Project Safety Plan.
4. Mascaro Barton Malow and trade contractors have or will have trained field supervisory personnel and have 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 trade contractor routinely conducts).
5. Mascaro Barton Malow will have a safety and health management system orientation for all new workers, including hazard recognition specific to the work sites.
6. Mascaro Barton Malow and trade contractors will have employee involvement in the Partnership. Examples including, but not limited to, participation in self-audits, site inspections, job hazard analysis, SHMS reviews, safety training and accident/near-miss investigations.
7. Mascaro Barton Malow and trade contractors will conduct and document weekly employee safety meetings.
8. Mascaro Barton Malow will conduct and document self-audits.
9. Mascaro Barton Malow and trade contractors will follow a six-foot fall protection policy.
10. Mascaro Barton Malow and trade contractors have a written enforcement program.