



**OSHA STRATEGIC PARTNERSHIP  
AGREEMENT**

**BETWEEN**

**THE OCCUPATIONAL SAFETY AND HEALTH  
ADMINISTRATION (OSHA)**

**EL PASO AREA OFFICE**

**&**

**HARVEY CLEARY**

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## **I. IDENTIFICATION OF PARTNERS**

### **1. Background**

To facilitate the Occupational Safety and Health Administration's (OSHA) goal of reducing occupational-related fatalities and serious injuries within the construction industry, OSHA's El Paso Area Office and Harvey Cleary have agreed to enter into a cooperative partnership agreement with respect to the Harvey Cleary's El Paso Construction Sites located at multiple locations throughout the El Paso Metropolitan Area, which will effectively implement all facets of jobsite safety and health and achieve self-compliance through cooperative efforts from labor, management, and OSHA.

This partnership is designed to address the hazards within the construction industry, and to promote and recognize a jobsite controlled by a contractor having demonstrated a safety and health program that meets or exceeds OSHA's recommended practices for safety and health programs. The Partnership agreement is an effective tool for ensuring safety at multiple construction projects. It will serve to establish a cooperative effort in ensuring safety and maintaining an open line of communication between OSHA and contractors on the worksites. The partnership is consistent with OSHA's long-range efforts to develop a contractor and government partnership approach to safety management. It allows for better use of OSHA resources and innovation in safety management and encourages increased participation in the safety process from the construction community.

### **2. Partners**

The partners are the Occupational Safety and Health Administration (OSHA), El Paso Area Office, and Harvey Cleary.

## **II. PURPOSE / SCOPE**

This partnering agreement was developed jointly by the El Paso Area Office, and Harvey Cleary. The common objective and goal of the agreement is to provide a safe and healthy work environment for employees involved in the construction industry and to help prevent serious accidents and fatalities within the industry through increased training, implementation of best work practices, enhanced safety and health programs, and compliance with applicable OSHA standards and regulations.

Employers who are willing to accept this program will receive OSHA assistance (as resources allow) and two on-site enforcement inspections (in accordance with approved protocols) in lieu of program inspections.

This partnership will contain mentoring and training for participating subcontractors and their employees at no cost to the contractors. The common purpose will be to engage and challenge those subcontractors and their employees to improve their own safety and health program. This partnership also seeks to increase communication and mutual respect between all stakeholders. Harvey Cleary is committed to developing a business/labor/government partnership approach to safety management, thereby affording OSHA to direct its resources towards other companies in the construction industry whose safety and health efforts require the most assistance.

### **III. GOALS AND STRATEGIES**

#### **1. Commitment:**

OSHA and Harvey Cleary are committed to reducing workplace accidents and fatalities, improving safety and health programs through the direction of leadership, and accountability of all participants in this agreement.

#### **2. Goals**

The overall goal of the partnership is to focus on preventing work-related fatalities, controlling or eliminating serious workplace hazards, and establishing a foundation for the development of an effective safety and health program. This partnership will strive to achieve that goal by establishing a foundation of proactive measures, which will include:

1. Reducing injuries and illnesses throughout the duration of the Partnership and evaluating the outcome annually;
2. Promoting a safety culture throughout this project with a proactive injury and illness prevention program at the direction of Harvey Cleary;
3. Developing a strong site-specific safety and health plan, utilizing OSHA's Recommended Practices for Safety and Health Programs in Construction (October 2016) as a guide;
4. Providing collaborative training opportunities between Harvey Cleary, and the El Paso Area Office;
5. Collaboration, using Harvey Cleary, and El Paso Area Office resources, to create and disseminate new safety and health materials to all participants;
6. Mentoring and training participating subcontractors and their employees that all employees will be required to practice safety through their daily actions;
7. Increasing communication and mutual respect between stakeholders;
8. Developing a business/labor/government partnership approach to safety management;
9. Directing OSHA resources towards the construction industry appropriately; and
10. Participating in OSHA's Fall Prevention Safety Stand Down, Heat Illness Prevention and other OSHA Campaigns which are relevant to these construction sites.

### **3. Strategies**

These goals shall be achieved through quarterly meetings and implementation and verification of written comprehensive safety and health programs. Utilizing Harvey Cleary safety culture process to improve safety and health programs, training and outreach to subcontractors. Partners are encouraged to implement a comprehensive single-site Safety and Health Management System, while this partnership focuses on specific safety and health elements, based on the following guidelines:

#### **Implement a comprehensive job site inspection program by:**

1. Utilizing technological tools, such as “CMiC”, “Procore,” “iAuditor”, “Target Zero” and other means, such as the Activity Hazard Analysis or the Site-Specific Safety Plan working at the site to reduce or eliminate potential hazards to employees.
2. Effectively correcting hazards found during the project on a day-to-day basis.
3. Ensuring all serious hazards are controlled through safe processes or procedures.
4. Implementing an aggressive Fall Protection Plan to include fall protection in all cases where work is being performed six feet or more above lower surfaces. The fall protection plan includes requiring each contractor using personal fall protection equipment has been provided the required fall protection training and that the training is documented.
5. Utilizing, as appropriate or desired, third-party Loss Prevention Specialists from Harvey Cleary’s insurance provider to conduct yearly site surveys.

#### **Employee Engagement and Involvement:**

1. Encourage employee involvement in the structure and operation of the program and in decisions that affect their safety and health, so that they will commit their insight and energy to achieving the safety and health program's goal and objectives.
2. Encourage subcontractor participation in jobsite safety awareness activities, including daily or weekly audits and site surveys. Encourage subcontractors to solicit their employees' participation in their own safety and health programs.

#### **Ensure employees receive training as follows:**

1. Harvey Cleary on-site supervisory personnel (safety managers, project managers and superintendents) and **30%** of the first-tier subcontractor's competent person designees will complete the 30-Hour OSHA construction course (or its equivalent). Subcontractors can utilize other instructors

as long as they can show a valid 30-Hour OSHA certification card showing completion of the course.

2. All employees will receive a site-specific construction safety orientation in English or Spanish that addresses jobsite safety and health issues and the procedures relative to the work being performed and the requirements outlined in this Partnership Agreement.
3. The training classes may include the following:
  - OSHA 10-Hour
  - First Aid / CPR / AED
  - Fall Protection
  - Heat Illness Prevention
4. Other hazard-specific training will be conducted on an as-needed basis.
5. Provide training for **25%** workers in the OSHA 10-Hour construction course. Subcontractors can utilize other instructors as long as they can show a valid certification card showing completion of the course. Subcontractors have primary responsibility for providing this training. OSHA will provide assistance as requested.

#### **Supporting Strategies to Ensure a Safe Workplace:**

1. Require subcontractors who have written safety and health programs to submit them to Harvey Cleary. Those that do not have their own written safety and health programs will adopt Harvey Cleary and site-specific Safety and Health Programs for work on this project.
2. Ensure health-related issues arising during the course of the construction work are adequately addressed internally by Harvey Cleary and subcontractors. All health-related issues will be discussed as a specific topic at every weekly subcontractor meeting and during the weekly and quarterly partnership safety meetings.
3. Ensure compliance with NFPA 70E when working on live electrical equipment, including training and the availability and use of personal protective equipment. A system of control procedures will be implemented to oversee the implementation of appropriate protective measures prior to exposure.
4. Ensure all equipment capable of worker extremity amputations is adequately guarded per OSHA and equipment manufacturer requirements.
5. Utilize Harvey Cleary or a qualified third party qualified/certified crane inspector to inspect all long-term cranes (to remain

erected or operate onsite continuously for a period of greater than five days) after they have been erected and certify them for safe operation. A recent inspection (less than one year) by a certified crane inspector will be required for all cranes.

6. Establish and utilize a program to ensure that all crane operators are competent and certified to operate the specific crane in use. Crane Operators are encouraged to have their Certification of Crane Operators (NCCO).
7. Plan all critical lifts to be performed during the construction of the Project. Lifts over 75% of the crane's capacity are considered critical and require additional documentation, such as a Critical Lift Plan.

#### **IV. MEASUREMENTS**

The El Paso Area Office will conduct two enforcement verification inspections and one non-enforcement verification inspection annually.

The measurement system will use the OSHA 300 logs and self-inspections to determine the Days Away Restricted or Transferred (DART) and Total Case Incident Rate (TCIR) by craft for the participating contractors and compare to the average for the construction industry nationally.

Harvey Cleary will generate quarterly reports and will indicate the applicable number of employers, supervisors and employees trained. Records will be maintained of training certifications. All contractors will be required to conduct daily and/or weekly safety toolbox talks, which will be reported as training hours.

Outcome measures will be gathered on a quarterly basis and will incorporate data to analyze the number of employees surveyed, number of injuries, illnesses, fatalities, and serious hazards found and abated because of onsite audits and job site inspections.

Measurement factors will be compiled quarterly and submitted to the OSHA Partnership Coordinator.

#### **V. ANNUAL EVALUATIONS**

Partnership Evaluation: The partnership will be evaluated by the El Paso Area Office on an annual basis, in accordance with the Strategic Partnership Annual Evaluation Format measurement system as specified in Appendix C of CSP 03-02-003, OSHA Strategic Partnership Program for Worker Safety and Health Directive (See Example Evaluation). The annual evaluation data will be provided to OSHA no later than 60 days after the anniversary date of the partnership signing.

OSHA may ask that the following information be provided by the company during the on-site non-enforcement verification visit, for review or collection by OSHA:

1. OSHA 300/300A and 301 Logs of Injuries and Illnesses.
2. Maintain Global Harmonization System (GHS) to include all Safety Data Sheets (SDS).
3. Number of employee training sessions held, number of employees and supervisors/managers trained.
4. Number of/and results of safety and health audits and inspections, which may include hazards identified and corrected.
5. Any documentation relating to employee involvement or participation, including minutes of safety meeting.
6. Any documentation of communication between management and employees (may include computer memos, feedback on each suggestion, or other appropriate documentation).
7. Any documentation relating to any partners' participation in health or safety seminar(s) (i.e. 10 and 30-Hour Construction Safety and Health Courses, Safety and Health Fair, Trade Shows, etc.).

## **VI. BENEFITS**

In the event of an enforcement inspection, maximum penalty reductions for all tiered contractors working on this jobsite as allowed in the OSHA CPL-02-00-164 Field Operations Manual (FOM) for good faith and history. When calculating the initial penalty reduction, OSHA will grant the 25% reduction provided in the OSHA FOM where the employer has taken specific, significant steps beyond those provided in the OSHA FOM to achieve a high level of employee protection. This additional reduction will not apply to high gravity serious, willful, failure to abate or repeat citations.

The partnership will include priority consideration for compliance assistance and offsite technical assistance (phone calls/faxes) by OSHA as resources allow.

## **VII. OSHA INSPECTIONS & VERIFICATIONS**

OSHA will conduct two enforcement verification inspections each year for the term of the project. OSHA, in addition, will conduct a non-enforcement verification inspection annually. These inspections will be conducted through normal enforcement inspection activity. Inspections conducted in response to complaints, Local/Regional Emphasis Programs, or Referrals will qualify as the monitoring inspection if, in addition to addressing the complaint/referral item(s), the compliance officer completes the focused inspection protocol for the worksite.

The first enforcement verification visit will be conducted within 6 months of the partner

member signing. OSP verifications must be performed in accordance with the OSP Program Directive, CSP [03-02-003].

Harvey Cleary and its subcontractors will remain subject to OSHA inspections and investigations in accordance with agency procedures. OSHA will continue to investigate fatalities and catastrophes that occur at member companies as well as formal complaints received.

#### Limited Scope Inspections

1. OSHA will conduct unprogrammed inspections in accordance with the current Agency enforcement policies and procedures, as specified in the Field Operations Manual CPL 02-00-164.
2. OSHA will conduct fatality/accident investigations.
3. OSHA will conduct investigations of formal (signed) complaints and informal (unsigned) complaints that do not result in voluntary and adequate corrections by the employer.

### **VIII. PARTNERSHIP MANAGEMENT & OPERATION**

#### **1. Participating Contractors**

Selection Criteria for Participants: Participants in this cooperative agreement will receive a briefing by Harvey Cleary that will enable them to understand the tenets of this agreement. Participants should understand the principles and guidelines of this agreement and realize the purpose of the cooperative agreement is to enhance their awareness of safety and health and improve their safety and health programs.

Executive Commitment: Participants agree to submit a letter stating executive commitment to develop and maintain a safety and health program for this construction project. It should make clear such a program is a priority for the officer and that he (or she) will personally track programs and hold managers accountable for administration of the program. The letter should be addressed to the OSHA Area Director. A similar letter should be addressed to managers and employees and posted for two months in the workplace. Such letters must also be translated (in writing) in the language of the workers. Elements of a safety and health management program are described below:

#### Management Commitment and Employee Involvement

##### Member agrees to:

1. State a worksite policy on safe and healthful work and working conditions, so that all personnel with responsibility at the site (and personnel at other locations with

responsibility for the site) fully understand the priority and importance of safety and health protection in the organization.

2. Establish and communicate a clear goal for the safety and health program and define objectives for meeting that goal so that all members of the organization understand the results desired and measures planned for achieving them.
3. Provide visible top management involvement in implementing the program so that all employees understand that management's commitment is serious.
4. Arrange for and encourage employee involvement in the structure and operation of the program and in decisions that affect their safety and health so that they will commit their insight and energy to achieving the safety and health program's goal and objectives.
5. Assign and communicate responsibility for all aspects of the program so that managers, supervisors, and employees in all parts of the organization know what performance is expected of them.
6. Provide authority and resources to responsible parties so that assigned responsibilities can be met.
7. Review program operations at least quarterly to evaluate their success in meeting the goals and objectives so that deficiencies can be identified and the program and/or the objectives can be revised when they do not meet the goal of effective safety and health protection.

### Worksite Analysis

#### Member agree to:

1. Conduct periodic workplace inspections/audits for the purpose of identifying and correcting safety and health hazards. Fall, electrical, struck by and caught between hazards will be documented and corrected.
2. Inspections/audits will be conducted as frequently as deemed necessary by the company, but in no case less than once every month.
3. The company will utilize the services of their own safety representative or their designee to perform these inspections/audits in addition to their own inspection/audit.
4. The company will utilize a safety committee that contains representatives of both management and employees.
5. Perform routine job hazards analyses and job safety analyses to identify hazards and hazard controls.

6. Provide a reliable system for employees to notify management personnel about conditions that appear hazardous and receive timely and appropriate responses and encourage employees to use the system without fear of reprisal. This system utilizes employee insight and experience in safety and health protection and allows employee concerns to be addressed.
7. Investigate accidents and "near miss" incidents so that their causes and means of prevention can be identified.
8. Maintain records of recordable injuries and illnesses as required by OSHA.
9. Analyze injury and illness trends to identify work practice improvements or material modifications necessary to prevent accidents.
10. Provide a phone number for employees to report unsafe conditions, unsafe behaviors or hazards, anonymously.
11. Posting signs that communicate in English and Spanish the following or similar messages: a. To work here you must have a positive safety attitude. b. All employees are required to follow all safety rules. c. All employees must be trained to wear their personal protective equipment. d. All employees must report unsafe conditions to their supervisor immediately. e. All employees have Stop Work Authority at this site. f. All employees are required to practice safety through their daily actions.

#### Hazard Prevention and Control

##### Member agree to:

1. Establish, at the earliest time, safe work practices and procedures that are understood and followed by all affected parties. Understanding and compliance are a result of training, positive reinforcement, correction of unsafe performance, and if necessary, enforcement through a clearly communicated disciplinary system.
2. Provide personal protective equipment to its employees and ensure all contractors and subcontractors are properly trained to use and wear personal protective equipment as required.
3. Plan and prepare for emergencies, and conduct training and emergency drills, as needed, to ensure that proper responses to emergencies will be "second nature" for all people involved.
4. Establish a medical program that includes first aid onsite as well as nearby emergency medical care to reduce the risk of any injury or illness that occurs.

## Safety and Health Training

### Member agrees to:

1. Instruct each worker in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury through a new employee, contractor and sub-contractor new hire orientation training program.
2. Train workers on fall protection and prevention of electrocutions, caught-between and struck-by accidents.
3. Train select personnel in basic first aid and CPR.
4. Train select personnel in hazard communications.
5. Make Safety Data Sheets (SDS) available to any requesting worker.
6. Train workers in any other aspects that will enable them to do their jobs safely.
7. Train workers on recognizing and avoiding construction safety and health hazards, as well as the authority to stop work.

## Cooperation with OSHA

### Member agrees to:

1. Allow OSHA to conduct two annual on-site enforcement inspections and one annual non-enforcement verification inspection in accordance with this partnership agreement. The inspections may result in citations and penalties being issued to the company.
2. Cooperate with OSHA during all inspections and to share information on its safety and health program, program analysis, recordkeeping data, and internal inspection/audit results.
3. Allow an employee representative, and safety committee, to participate on OSHA inspections and allow interviews of workers, contractors, sub-contractor and management employees.

## **2. OSHA**

### OSHA Commitment

1. OSHA will endeavor to support the company in reasonably requested training.
2. OSHA will provide technical advice, publications and training material to the employer upon request. Such requests will not cause an OSHA inspection.

3. Informal complaints (unsigned) - participant will have an opportunity to resolve such complaints; however, if corrections are inadequate, an inspection may be made to compel compliance.
4. OSHA will participate in Partnership Committee meetings as available.

#### Partnership Limitations

1. It is stipulated that partnering employers remain subject to OSHA inspections and investigations as specified in the Field Operations Manual CPL 02-00-164.

#### Partnership Management:

1. Harvey Cleary will be responsible for providing the required quarterly evaluations to the Area Director at the El Paso Area OSHA Office.

### **IX. EMPLOYEE AND EMPLOYER RIGHTS**

This partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act, nor does it abrogate the responsibility to comply with rules and regulations adopted pursuant to the Act.

### **X. TERMINATION**

If OSHA chooses to withdraw its participation in the partnership, the entire agreement is terminated.

This agreement will terminate when all projects are completed. If either OSHA or Harvey Cleary wishes to withdraw their participation prior to the established termination date, the agreement will terminate upon receiving a written notice of the intent to withdraw from either signatory.

For non-signatory participants of the partnership, OSHA may terminate the participant's involvement at any time with written notice. Additionally, the participant may withdraw their participation from the strategic partnership at any time with a written notice of the intent to withdraw to OSHA.

OSHA will terminate the participant's agreement or involvement for any sustained willful violation, any sustained failure-to-abate, or for failure to report a work-related fatality or in-patient hospitalization.

OSHA will terminate the participant's agreement or involvement for a fatality or catastrophic event that occurs at the site. The partnership will terminate and will be closed for the duration of this project.

OSHA will terminate the participant's agreement or involvement in the event of proven and unresolved retaliation against employees who exercise their protected safety and health rights under the OSH Act.

## **XI. TERM & LOCATION OF PARTNERSHIP AGREEMENT**

This partnership will expire at the completion of all projects identified in the General Contractor Signatory Information page.

## **XII. SIGNATURES**

Signed this, the 30<sup>th</sup> day of January 2026

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Diego Alvarado Jr.  
Area Director  
U.S. Department of Labor - OSHA  
El Paso Area Office

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Harvey Cleary  
Guy Cook  
Executive Vice President  
Managing Partner

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Harvey Cleary  
Jarrod Portelance  
Project Director

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Harvey Cleary  
Pilo Roybal  
El Paso Safety

**Attachments:**  
Management Commitment Letter  
Application Site Information Self- Inspection

## OSHA STRATEGIC PARTNERSHIP QUARTERLY SELF INSPECTION

Employer Name:

**Harvey Cleary**

Name of Project:

**Harvey Cleary El Paso Construction Sites**

Total number of employees on-site:

Accident Information:

Number of Days Away cases:

Number of restricted/Transferred cases:

Hazards identified and corrected:

**Report for the Quarter of:**

**Number of Subcontractors/Companies in Partnership:**

**Number of Self Inspections Performed:**

**Number of Workers Covered by Self Inspection:**

**Training Hours:**

Type of Hazards	Identified	# Immediately Corrected	# Corrected within 1 Week	Total Corrected
Fall Hazard				
Electrical Hazard				
Struck by Hazard				
Caught In/Between Hazard				
Other				
<b>Total</b>				

Training:

# of employees \_\_\_\_\_

# of supervisors \_\_\_\_\_

Inspection(s) conducted by: