



**PARTNERING AGREEMENT BETWEEN
UNITED STATES DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
BOISE AREA OFFICE
AND
PETRA, INCORPORATED**



I. IDENTIFICATION OF PARTNERS

To facilitate OSHA's goal of reducing occupational-related fatalities and serious injuries within the construction industry, OSHA, and Petra, Incorporated have agreed to enter into an OSHA Strategic Partnership (OSP). This agreement will cover Petra, Incorporated projects in Idaho.

This Partnership is designed to address the hazards within the construction industry. The Partnership is an effective tool for ensuring safety at the projects included in this agreement. It will serve to establish a cooperative effort in safety and to maintain an open line of communication between OSHA and contractors on the worksite. The partnership is consistent with OSHA's 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.

The Partners are the Occupational Safety and Health Administration (OSHA), Boise Area Office (BAO), and Petra, Incorporated.

II. PURPOSE/SCOPE

The OSHA Boise Area Office and Petra, Incorporated developed the OSP jointly. The common purpose of the agreement is to provide a safe and healthy work environment for employees involved in the construction industry. Petra Incorporated is committed to prevent serious accidents and fatalities through increased training, implementation of best work practices, enhanced safety and health programs, and compliance with applicable OSHA standards and regulations.

This partnership will contain mentoring and training for participating subcontractors and their employees. 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. Petra, Incorporated is committed to developing a business/labor/government partnership approach to safety management, thereby affording OSHA to direct its resources toward the construction industry whose safety and health efforts require the most assistance.

The Petra, Incorporated Corporate Address is: 2760 West Excursion, Suite 310, Meridian, ID 83642

Duration: This agreement is scheduled to begin (TBD), 2024, and end (TBD), 2027 (3-year term).

Scope: This agreement will include all Petra, Incorporated workers employed and working in the state of Idaho.

III. GOALS / STRATEGIES

OSHA and Petra, Incorporated 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 OSP. The overall goal of the OSP 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.

These goals shall be achieved through online quarterly meetings with OSHA and verification of written comprehensive safety and health programs. It will include utilizing Petra, Incorporated methodology and processes to improve safety and health programs. In addition to training, and outreach to subcontractors, they are encouraged to implement a comprehensive Safety and Health Management System (SHMS) to achieve the goals established in this agreement.

The specific details on the goals, strategies, and measurements established for Petra, Incorporated and OSHA are delineated in the table below.

GOALS	STRATEGIES	MEASURES
Goal #1 – Reduction in Injury and Illness Rates - Reducing injuries and illnesses throughout the duration of the Partnership and evaluating the outcome annually. - Maintain a company wide injury and illness rate that is 15% below the 2023 BLS total recordable case (TCIR) rate 2.4 and days away from work, restricted or transfer (DART) rate of 1.5 for the construction industry (NAICS 23).	- Utilizing Job Hazard Analysis or Job Safety Analysis to effectively reduce or eliminate potential hazards to employees working on the site. - Effectively correcting hazards found during the project on a day-to-day basis. - Ensure all serious hazards are controlled through safe processes or procedures. - Utilize third-party entities as required to conduct monthly site surveys.	- Petra, Incorporated will submit to OSHA the TCIR and DART and Lost Time Case Rate by craft for Petra contractors on an annual basis for OSHA to compare to the average for the construction industry nationally. - Track the number of JHA/JSA for all scopes of work. - Track number of serious hazards found and abated as a result of onsite audits and job site inspections. *** outcome measures gathered will be shared with the OSHA Partnership Coordinator quarterly.

GOALS	STRATEGIES	MEASURES
Goal #2 - Implementation of Injury & Illness Prevention Programs	• Implement an aggressive Fall Protection Plan to include fall protection on all cases where work is being performed six feet or more above lower surfaces. • Allow employees to engage and provide input in safety policies and procedures. • Require subcontractors who have written safety and health programs to submit them to Petra, Incorporated. Those that do not have their own written safety and health programs will adopt Petra, Incorporated safety and health program. • Ensure compliance with NFPA 70E when working with live electrical equipment., including training and availability of PPE. • Plan all critical lifts to be performed during construction of projects Lifts over 75% are considered critical and require additional documentation such as an Engineered Lift Plan.	• Track employee suggestions for safety and health improvements. • Provide Lessons Learned on Petra Incorporated Projects on relevant safety related events or conditions to eliminate opportunity for reoccurrence. • Participate or allow participation in some form of OSHA's annual campaign to Prevent Falls in the Construction Industry in May. *** outcome measures will be shared with the OSHA Partnership Coordinator quarterly.

GOALS	STRATEGIES	MEASURES
Goal #3 – Site Specific Jobsite Safety	• Encourage subcontractor participation in jobsite safety awareness activities. • Encourage subcontractors to solicit their employees' participation in their own safety and health programs. • All employees will receive a site-specific construction safety orientation in English or Spanish that addresses jobsite safety and health issues and procedures relative to the work being performed.	• Track attendance records of employee participation in the daily or weekly audits and site surveys. • Track attendance records of Jobsite Safety Orientation prior to starting work on Petra, Incorporated projects. • All safety/health-related issues will be discussed during the online quarterly partnership safety meetings. *** outcome measures gathered will be shared with the OSHA Partnership Coordinator quarterly.
Goal #4 – Collaborative Training and Communication Among Affected Stakeholders	• 100% of Petra, Incorporated on-site supervisory personnel will complete the OSHA 30 Hour Construction Course. • Workers will receive training in the OSHA 10 Hour Construction Course. • Providing for collaborative training opportunities between Petra, Incorporated and the OSHA Regional and Area Offices.	• Tracking of OSHA related OSHA 10/30 training. • Tracking of site-specific construction training. • Dissemination of OSHA materials to stakeholders. Counted by occurrence. ***outcome measures will be shared with the OSHA Partnership Coordinator quarterly.

IV. SAFETY AND HEALTH MANAGEMENT SYSTEMS

Effective workplace SHMS are self-sustaining systems encompassing; management leadership and worker involvement; worksite analysis; hazard prevention and control; and safety and training, and evaluation.

Management Leadership: Petra Incorporated agrees to submit a letter stating executive commitment to develop and continuous improvement of a Safety and Health Program for this OSP. It should make clear such a program is a priority 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 BAO 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.

Worker Involvement:

Petra, Incorporated employees should understand the principles and guidelines of this agreement and realize the purpose of the OSP is to enhance their awareness of safety and health and improve their safety and health program.

- Will provide a means to report all incidents, near misses and good catches.
- Share safety- related information across different crews and trades.
- Will conduct New Hire Safety Orientations and Job Site Safety Orientations with each worker.

Worksite Analysis

Petra Incorporated agrees to:

- 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.
- Safety and Health inspections/audits will be conducted no less than once every week.
- Utilize a safety committee that contains representatives of both management and employees.
- Perform routine job hazards analyses.
- Investigate accidents and "near miss" incidents so that their causes and means of prevention can be identified.
- Maintain records of recordable injuries and illnesses as required by OSHA.
- Analyze injury and illness trends to identify work practice improvements or material modifications necessary to prevent accidents.

Hazard Prevention and Control

Petra Incorporated agrees to:

- Establish 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.
- Provide personal protective equipment.
- 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 persons involved.
- Establish a medical program that includes first aid onsite as well as nearby EMS.

Education and Training

- The fall protection plan includes verifying that each contractor using personal fall protection equipment has received the required fall protection training and that the training is documented.
- Safety and health awareness training to Petra Incorporated employees and subcontractors in a language they understand. The training classes may include but are not limited to the following:
 - OSHA 10-Hour certification
 - First Aid / CPR / AED
 - Evacuation Meeting Place
 - Fall Protection
 - Electrical Hazards
 - Trenching and Excavation
 - Struck by Hazards
- Other hazard-specific training will be conducted on an as-needed basis.

V. WORKER INVOLVEMENT

Member agrees to:

- Commit to incorporating a high level of worker involvement.
- 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.
- Train workers on fall protection and prevention of electrocutions, caught- between and struck-by accidents.
- Train response personnel to be certified in basic first aid and CPR.
- Train personnel in hazard communications.
- Make Safety Data Sheets (SDS) available to any requesting worker by utilizing a QR code that also has the safety program for each trade contractor on the project.
- Train workers in Petra, Incorporated Safety Systems which provide workers with information on recognizing and avoiding construction safety and health hazards, as well as the authority to stop work.

VI. PERFORMANCE MEASURES

Performance measures as outlined in the goal/strategies/measurement table will be used to assess the effectiveness of the OSP. Petra, Incorporated will gather and track data for the performance measures and share the information with OSHA. The interval for delivery of measures to the OSHA OSP Coordinator will be quarterly.

VII. ANNUAL EVALUATION

Partnership Evaluation: The partnership will be formally evaluated by the OSHA Boise Area Office on an annual basis, in accordance with Appendix C of CSP 03-02-003, OSHA Strategic Partnership Program. The annual evaluation data will be provided to OSHA no later 30 days after the annual anniversary date of the partnership signing.

VIII. OSHA VERIFICATION PROCEDURES

The OSHA Boise Area Office will conduct one announced non-enforcement verification inspection each year for the tenure of the project. OSPP verifications must be performed in accordance with the OSPP Directive, CSP 03-02-003. OSHA will report the hazards identified and recommendations will be made to each exposing contractor and Petra, Incorporated. Abatement will be made by each exposing contractor and documentation thereof sent to Petra, Incorporated and OSHA. Onsite non-enforcement verification consisting of a worksite review will be conducted as part of the quarterly partnership meeting or remotely as resources allow.

Petra, Incorporated and its subcontractors will remain subject to OSHA inspections and investigations in accordance with agency policies. OSHA will continue to investigate fatalities and catastrophes that occur at member companies as well as formal complaints and severe injury reports received.

IX. INCENTIVES

OSHA's Field Operations Manual details opportunities available during citation/case settlement for all employers who undergo onsite enforcement inspections. These opportunities are also available for partnering companies participating in the Partnership. OSHA will also offer, as sources permit, the following incentives: Being available for offsite activities such as participating in audits and evaluations, workshops, speaking events, and providing informational materials.

X. PARTNERSHIP MANAGEMENT AND OPERATION

Petra Incorporated agrees to:

- 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.
- Communicate the OSP goals for the safety and health program and measures for meeting that goal so that all members of the organization understand the results desired and measures planned for achieving them.
- Provide visible top management involvement in implementing the program so that all employees understand that management's commitment is serious.

- 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.
- 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.
- Provide authority and resources to responsible parties so that assigned responsibilities can be met.
- Review program operations at least quarterly with OSHA to evaluate success in meeting the goals and objectives so that deficiencies can be identified and the program and/or the objectives can be revised if needed.
- OSHA will:
 - Participate in the partnership meetings and site reviews, as resources allow.
 - Designate a Boise Area Office contact to be used as a resource for technical issues, and who will be available to assist with safety and health training/toolbox meetings.
 - Review the annual evaluation data for the Partnership continuous improvement.

XI. WORKER AND EMPLOYER RIGHTS

This partnership does not preclude workers and/or employers from exercising any rights 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 Act.

XII. PARTNERSHIP TERM

This agreement will terminate 3 years from the date of final signing and the OSP.

If either OSHA or Petra, Incorporated wishes to withdraw their participation prior to the established termination date, the agreement will terminate upon receiving a after submitting written notification of intent providing a thirty-day written notice of the intent to withdraw from either signatory.

XIII. SIGNATORIES

Signed this (TBD) day of (TBD) 2024.

For Petra, Incorporated

For OSHA Boise Area Office

(NAME)

David G. Kearns, Area Director