



**OSHA STRATEGIC PARTNERSHIP**  
**AGREEMENT**

BETWEEN

THE OCCUPATIONAL SAFETY AND HEALTH  
ADMINISTRATION (OSHA), SAN ANTONIO AREA OFFICE

&

SPAWGLASS CONTRACTORS, INC.

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## **I. IDENTIFICATION OF PARTNERS**

### **A. Background**

To facilitate OSHA's goal of reducing occupational-related fatalities and serious injuries within the construction industry, OSHA and SpawGlass Contractors, Inc. have agreed to enter into a cooperative partnership agreement with respect to the Valero- SAHQ Project which will effectively implement all facets of jobsite safety 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 that has demonstrated an effective safety and health program. The Partnership agreement is an effective tool for ensuring safety at the Project. It will serve to establish a cooperative effort in ensuring safety and maintaining an open line of communication between OSHA and contractors on the worksite. The partnership is consistent with OSHA's long-range efforts to develop a contractor/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.

### **B. Partners**

OSHA San Antonio Area Office and SpawGlass Contractors, Inc.

## **II. PURPOSE / SCOPE**

This partnering agreement was developed jointly by OSHA and SpawGlass Contractors, Inc.'s Valero SAHQ project team. The common objective and goal of the agreement is to provide a safe and healthful 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.

## **III. GOALS AND STRATEGIES**

### **A. Outcomes**

OSHA and SpawGlass Contractors, Inc. 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.

### **B. Goals**

The overall goal of the partnership is to create a working relationship that focuses 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. Achieving a “ZERO TODAY” job site at the project;
2. Developing a model safety and health program, utilizing OSHA’s updated Recommended Practices for Safety and Health Programs as a model;
3. Providing for collaborative training opportunities between SpawGlass Contractors, Inc. and the San Antonio Area OSHA Office;
4. Collaborating, using the SpawGlass Contractors, Inc. and San Antonio Area OSHA Office resources, to create and disseminate new safety and health materials to all participants;
5. Mentoring and coaching participating subcontractors and their employees;
6. Increasing communication and mutual respect between stakeholders;
7. Developing a business/labor/government partnership approach to safety management; and
8. Directing OSHA resources more efficiently towards the construction industry whose safety and health efforts require the most assistance.

### **C. Strategies**

These goals shall be achieved through vigorous self-inspection and implementation and verification of written comprehensive safety and health programs. Safety and Health Management System (SHMS) improvement will be evaluated by reviewing the self-inspections and reports sent to OSHA. While this partnership focuses on specific safety and health elements, partners are encouraged to implement a comprehensive Safety and Health Management System (SHMS) based on the following guidelines:

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

1. Utilizing technological tools, such as Procore and other means, such as Job Hazard Analysis or the Job Safety Analysis to effectively reduce or eliminate potential hazards to employees working at the site.
2. Correcting hazards effectively when 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 verifying that each contractor using personal fall protection equipment has received the required documented fall protection training. The Plan will also include a Rescue plan in the case of a fall arrest condition.
5. Reviewing subcontractors’ Written Safety Programs, recent worker injury/illness trends reports, and site safety inspection/audit reports. The SpawGlass Contractors, Inc. Safety Manager is responsible for this review.

Ensure employees receive training as follows:

1. All subcontractors shall provide, at a minimum, an OSHA 30-hour trained person to be on site at all times. This person must possess, and provide proof, of an OSHA outreach 30-hour completion card. Other job-specific training certificates shall be provided, as necessary, for each required task or scope (MEWP, Forklift, Crane, etc).
2. All employees will receive a site-specific construction safety orientation covering jobsite safety and health issues and procedures relative to the work being performed and the requirements outlined in this Partnership Agreement.
3. SpawGlass Contractors, Inc. may assist in coordinating OSHA 10- or 30-hour Construction courses for subcontractors as needed to comply with the job site requirement. Safety and Health training to non-English speaking subcontractors with non-English speaking employees will be conducted in Spanish should the need arise. The training can be conducted by a third-party OSHA outreach trainer.
4. Other hazard-specific training will be conducted on an as-needed basis.
5. Strive to attain a goal of 30% of the expected average employees to be trained in the OSHA 10 hour through a combination of on-site training opportunities and encouragement of Subcontractors to train independently. Subcontractors can utilize other instructors, if 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 needed.

Supporting Strategies to Ensure a Safe Workplace:

1. Require subcontractors who have written safety and health programs to submit them to SpawGlass Contractors, Inc. Safety Manager. Additionally, subcontractors that do not have their own written safety and health programs will adopt/adhere to the requirements of SpawGlass Contractors, Inc. safety program.
2. Ensure health-related issues arising during the construction work are adequately addressed internally by SpawGlass Contractors, Inc. and subcontractors. All health-related issues will be discussed during the partnership safety meetings.
3. Conduct an assessment of work areas, through Job Safety Assessment (JSA) development and Safety Data Sheets (SDS) review, as appropriate, to determine what, if any, respiratory protection is necessary to prevent harm to employees from potential overexposures to hazardous levels of dust, fumes, mists, vapors or gases. Each Subcontractor is responsible for conducting assessments and/or sampling for respiratory hazards associated with their scope of work. A written Respiratory Protection Plan that complies with all Federal, State, and Local regulations must be submitted to SpawGlass Contractors, Inc. and authorized prior to activities

requiring respiratory protection.

4. 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.
5. Ensure all equipment capable of amputations is adequately guarded, per OSHA and equipment manufacturer requirement.

#### **IV. MEASUREMENTS**

The San Antonio Area OSHA Office will conduct a non-enforcement verification inspection once a year and a non-enforcement verification inspection upon coordination with the SpawGlass Contractors, Inc. safety team at the Valero-SAHQ project.

The measurement system will use the OSHA 300 logs and self-inspections to determine the Days away, restricted and transferred rate (DART) for the participating contractors and compare to the average for the construction industry nationally.

Monthly reports will indicate the applicable number of employers, supervisors and employees trained. Safety training certifications and records will be maintained at the job-site office. 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 monthly 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 monthly and submitted to the OSHA Partnership Coordinator.

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

Partnership Evaluation: The partnership will be evaluated by the San Antonio 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.

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. Exposure assessment data for all hazardous chemicals to which employees may be over-exposed.

3. Number of employee training sessions held, number of employees and supervisors/managers trained.
4. Number of, and results of safety /health audits and inspections, which may include hazards identified and corrected.
5. Any documentation relating to employee involvement or participation, including minutes of safety meetings.
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 seminars (i.e. 10 and 30-Hour Construction Safety and Health Courses, Safety and Health Fair, Trade Shows, etc.).

## **VI. BENEFITS**

Maximum penalty reductions for all tiered contractors working on any partnership jobsite as allowed in the OSHA Field Operations Manual (FOM) for good faith and history. When calculating the initial penalty reduction, OSHA will grant up to 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.

Priority consideration for compliance assistance and off-site technical assistance (phone calls/faxes) by OSHA as resources allow.

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

OSHA will conduct one unannounced non-enforcement verification inspection each year for the term of the project. OSHA, in addition, will conduct non-enforcement verification inspections. 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 non-enforcement verification visits 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].

SpawGlass Contractors, Inc. and its subcontractors on the Valero- SAHQ project 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.

## VIII. PARTNERSHIP MANAGEMENT & OPERATION

### A. Participating Contractors

#### Selection Criteria for Participants

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 San Antonio Area Director. A similar letter should be addressed to managers and employees of SpawGlass Contractors, Inc.'s Valero- SAHQ team and posted for two months in the workplace. Such letters must also be translated (in writing) in the language of the workers.

Commitments to develop a safety and health program, below are the elements of such a program:

#### Management Commitment and Employee Involvement Member agrees to:

1. State clearly 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 adequate 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.



For Worksite Analysis, Member agrees to:

1. Conduct periodic workplace inspections/audits for identifying and correcting safety and health hazards. Fall, electrical, struck by and caught between hazards will be documented and corrected.
2. Conduct inspection/audits as frequently as deemed necessary by the company, but in no case less than once every month.
3. Utilize the services of the Safety Representative or their designee to perform these inspections/audits in addition to their own inspection/audit.
4. Perform routine job hazards analyses.
5. Provide a reliable system for employees to notify management personnel about conditions that appear hazardous and to 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.
6. Investigate accidents and "near miss" incidents so that their causes and means of prevention can be identified.
7. Maintain records of recordable injuries and illnesses as required by OSHA.
8. Analyze injury and illness trends to identify work practice improvements or material modifications necessary to prevent accidents.
9. Prepare an annual analysis of the company's safety and health program. SpawGlass Contractors, Inc. Safety Manager will prepare this annual analysis. The analysis include a summary of all major hazards found and corrected through inspection and safety committee efforts, those still uncorrected, injury/illness trends, and recommendations for safety and health improvements.

For Hazard Prevention and Control, Member agrees 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. Ensure subcontractors provide & utilize personal protective equipment.

3. Maintain the facility and equipment to prevent equipment breakdowns.
4. 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 full-time, on-site employees.
5. Establish elements of 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.

For Safety and Health Training, Member agrees to:

1. Instruct each employee, through; new hire orientation, field coaching, and ongoing safety meetings, 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.
2. Ensure training of, and provide instruction to, workers on fall protection and prevention of electrocutions, caught-between and struck-by accidents.
3. Ensure training of select personnel in basic first aid and CPR.
4. Instruct personnel in hazard communications.
5. Make SDS available to any requesting employee.
6. Coach/instruct workers in any other aspects that will enable them to do their jobs safely.

For Cooperation with OSHA, Member agrees to:

1. Allow OSHA to conduct on-site non-enforcement verification visits in accordance with this partnership agreement.
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 to participate on OSHA inspections and to allow interviews with workers.
4. Post notices of imminent danger, when issued by OSHA, and then will immediately correct the hazards or voluntarily remove workers from exposure.

## **B. OSHA**

### OSHA Commitment

1. OSHA will endeavor to support SpawGlass Contractors, Inc. at the Valero-SAHQ project, in reasonable requested training.
2. OSHA will furnish 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 as available in when requested for outreach and training opportunities.

### Partnership Limitations

It is stipulated that partnering employers remain subject to OSHA inspections and investigations in accordance with established Agency procedures.

### Limited Scope Inspections

1. OSHA will conduct un-programmed inspections in accordance with the current Agency enforcement policies and procedures, as specified in the Field Operations Manual CPL 02-00-148.
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.

### Partnership Management

SpawGlass Contractors, Inc. will be responsible for providing the required monthly evaluations to the Compliance Assistance Specialist at the San Antonio 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 responsibilities 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 the project is completed. If either OSHA or SpawGlass Contractors, Inc. wish 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.

OSHA will terminate the participant's agreement for any sustained willful violation or any sustained failure-to-abate situations.

OSHA will terminate the participant's agreement 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 in the event of proven and unresolved discrimination 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 this project.

**XII. SIGNATURES**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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Alejandro Porter  
San Antonio Area Director  
Occupational Safety and Health Administration

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John Devaney  
Operations Manager  
SpawGlass Contractors, Inc.

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Jody Beckcom  
Project Manager  
SpawGlass Contractors, Inc.

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Steven Dvorak  
Project Safety Manager  
SpawGlass Contractors, Inc.

Attachments:

Management Commitment Letter  
Application Site Information  
Self- Inspection

Mr. Alejandro Porter

Area Director

U.S. Department of Labor – OSHA

Fountainhead Tower, Suite 605

8200 W. Interstate 10

San Antonio, TX 78230

Phone (210) 472-5040

Fax (210) 472-5045

Dear Mr. Porter,

SpawGlass Contractors, Inc. is committed to a comprehensive safety and health program that will involve employees at all levels. It is our goal to include the employee in safety and health inspections, and safety and health program analysis.

SpawGlass Contractors, Inc. will focus our efforts on providing safety and health training to our employees in the four areas where most accidents occur in the construction industry: falls, struck by, caught in between and electrocutions hazards. To accomplish this goal, we will utilize the Harvey-Cleary Builders safety designee to assist in maintaining records of all injuries occurring in the workplace, conducting inspections of the workplace and providing training to all employees.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_



## STRATEGIC PARTNERSHIP APPLICATION SITE INFORMATION

Employer Name: SpawGlass Contractors, Inc.

Name of Project: Valero- SAHQ Project

Site Address: One Valero Way  
San Antonio, TX 78249

Contact Person: Steven Dvorak

Email address: Steven.Dvorak@spawglass.com

Office Phone: 210-651-9000

Fax:

Start Date: July 02, 2023

Estimated Completion Date: November 2025



## OSHA STRATEGIC PARTNERSHIP MONTHLY SELF INSPECTION

Employer Name: **SpawGlass Contractors, Inc.**  
 Name of Project: **Valero- SAHQ Project**  
 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 Month of:** \_\_\_\_\_  
**Number of Sub Contractors/ 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
<b>Fall Hazard</b>	0	0	0	0
<b>Electrical Hazard</b>	0	0	0	0
<b>Struck by Hazard</b>	0	0	0	0
<b>Caught In/ Between Hazard</b>	0	0	0	0
<b>Other</b>	0	0	0	0
<b>Total</b>	0	0	0	0

Training:  
 # of employees \_\_\_\_\_  
 # of supervisors \_\_\_\_\_

Inspection(s) conducted by:  
 \_\_\_\_\_