

Partnership Agreement

Fred Weber, Inc.,
Indiana Department of Labor
and the
Indiana Department of Transportation

June 29, 2011

Indiana I-69 Project



I. Purpose and Scope

The Indiana Department of Labor (hereinafter "IDOL"), the Indiana Department of Transportation and Fred Weber, Inc. (hereinafter "Construction Manager"), agree that it is in the best interest of both parties to enter into a strategic health and safety partnership for the Indiana I-69 Project (hereinafter the "Project"). The goal of this partnership agreement is to further advance the health and safety in the workplace, which encompasses the reduction of the number and severity of injuries, and the elimination of all fatalities on this construction project.

The **Partnership refers to this Agreement, and the Partners** are all parties collectively who are signatory to this Agreement.

It is understood that the Agreement allows for a cooperative working environment between IOSHA and the Construction Manager and all project Subcontractors. The Agreement allows for certain inspection deferrals. It does not waive any aspect of the Indiana Occupational Safety and Health Act (hereinafter the "IOSH Act") or IOSHA enforcement thereof in the event of a complaint, serious injury or death.

Nothing in this Partnership Agreement is intended, nor shall be interpreted or construed to impair or interfere with the terms of any other agreement concerning the Project that is the subject of this agreement.

The Agreement shall cover the Construction Manager and all Subcontractors. All elements of this Agreement shall be adopted by the Construction Manager and all Subcontractors.

II. Partners

The Following are considered parties to this agreement:

1. Indiana Department of Labor, by its Commissioner;
2. Indiana Department of Labor IOSHA division;
3. Indiana Department of Labor INSafe division;
4. Indiana Department of Transportation, by its Chief Operating Officer; and
5. Fred Weber, Inc. (Construction Manager).

III. Goals & Measures

1. The Partnership shall achieve superior safety performance for the construction industry.
 - a. The Construction Manger shall implement a comprehensive workplace safety program. The program will be reviewed and approved by the Commissioner of Labor or her designee at the beginning of the Partnership. The program shall

meet the requirements of ANSI A10.33 (2004). The program will be reviewed annually to evaluate effectiveness.

- b. Upon signing of the Agreement, the Commissioner of Labor shall conduct a review of the Construction Manager's safety program for the I-69 Project. That review shall determine how the Construction Manager will train and mentor contractors and subcontractors. It is understood that there may be monthly or quarterly excursions above this metric. Significant excursions above this level should be clearly identified in monthly reports along with any remedial actions or plans.
- c. The Construction Manager shall maintain an OSHA Total Case Incidence Rate (TCIR) of no greater than 4.0 on an annual basis. It is understood that there may be monthly or quarterly excursions above this metric. Significant excursions above this level should be clearly identified in monthly reports along with any remedial actions or plans.
- d. The Construction Manager shall act as a safety mentor for all contractors and subcontractors working onsite. It is understood that with this type of labor agreement, it could be difficult to exclude certain parties from participation. Under this scenario, the Construction Manager will assume mentor and training roles sufficient to help the contractors and subcontractors meet the overall performance goals.
- e. The Construction Manager shall from time to time include INSafe or IOSHA staff as designated by the IDOL to accompany the Construction Manager's safety personnel on routine audits. It is understood that these tours will be generally of a non-enforcement nature.
- f. The Construction Manager, via its safety audit program, shall work to assure full compliance with all applicable IOSHA regulations.
- g. Persons entering the site shall first receive some form of site-specific safety training and the Construction Manager shall keep documentation to demonstrate compliance. The Construction Manager shall ensure that all project subcontractors meet the following requirements:
 1. 1-5 employees have a designated safety representative onsite.
 2. 6-15 employees have a minimum of one (1) person OSHA 10-hour trained and conduct a weekly audit performed by an OSHA Competent Person.
 3. 16-24 persons onsite shall have a minimum of one (1) OSHA 30-hour certified person onsite at all times.
 4. Contractors that have 25 or more employees onsite shall have a full-time safety manager onsite at all times during work hours.
- h. The Construction Manager shall require 100% fall protection for any activity over six (6) feet above grade.

2. The Partnership and IDOL shall maintain an open and transparent working relationship.
 - a. The Construction Manager shall provide **monthly progress reports** to the Commissioner of Labor. It is understood that these reports may require up to 30 days in order to collect data and process hours. Thus the January report is not due until March 1. Any incident of significance shall be reported within 24 hours via the IOSHA hotline or by directly calling the Deputy Commissioner of IOSHA.
 - b. The Partnership shall include INSafe or IOSHA staff personnel in safety meetings or program reviews. Non-attendance by the Commissioner or her staff shall not be construed as waiving this privilege.
 - c. The Partners shall provide contact persons for the Commissioner of Labor, including telephone numbers and email addresses.
 - d. The Commissioner shall provide the same to the Partners.
 - e. Any injury of significance shall be reported within 24 hours, and deaths shall be reported within eight (8) hours. The Commissioner reserves the right to accompany Partnership accident investigators on significant incident investigations. Any catastrophe or death shall be investigated by the Commissioner following standard IOSHA protocols.
 - f. The Commissioner's staff may tour the site at any time and without hindrance, and question any person, contractor or subcontractor concerning occupational safety and health.

IV. Evaluation

1. The Commissioner or her designee shall conduct an annual review of the site, the Partnership and all relevant data. The review shall be done 10 months from the date of inception for the agreement. The Commissioner shall then determine if continuing the Partnership is in the best interest of the State of Indiana and IDOL. The evaluation shall be conducted in cooperation with the Construction Manager, and an annual report shall be filed by the IDOL with federal OSHA on standard federal forms. This review will be largely administrative in nature, but can include site tours and employee interviews as deemed appropriate by the Commissioner. If the Commissioner finds the performance does not meet the parameters listed above, then the Construction Manager shall submit a 60-day action plan to the Commissioner. The Construction Manager may seek the advice and consultation of INSafe in the development and execution of this action plan. Upon completion of the 60-day period, the Commissioner shall again review the program and make a determination if the continuation of the agreement is in the best interest of all parties.
2. The Commissioner may recommend changes or amendments to the partnership at the time of the annual evaluation. All such changes require the agreement of the Partners, and shall be in writing and signed by each Partner.

V. Benefits

1. Special recognition from IDOL may include press releases and printed materials that identify the I-69 Project as a valued safety and health partner of the IDOL.
2. Special recognition from the Construction Manager may include the use of the IDOL logo on any site signage, as approved by the IDOL.
3. Contractors working on the Project shall receive priority when seeking assistance from INSafe.
4. It is understood that this Agreement shall not limit IOSHA's investigation of any complaint, catastrophe or fatality report. IOSHA grants a conditional deferral of all general schedule inspections of this site as part of this agreement.

VI. Program Confidentiality

Fred Weber, Inc. will maintain the confidentiality of information and data submitted by contractors to Fred Weber, Inc. related to the application of and participation in the partnership program.

Aggregate information delivered to the Indiana Department of Labor becomes a Public Record in accordance with the Indiana Access to Public Records Act and should therefore not include Trade Secrets or confidential information.

VII. Employer and Employee Rights and Responsibilities

This Partnership does not preclude employees and/or employers from exercising any rights provided under statute, nor shall it abrogate any responsibility to comply with any rule adopted under the act. IOSHA may enter the site at any time when it believes a serious compliance issue exists. No part of this agreement shall be construed as limiting IOSHA enforcement authority or the rights of workers to the protections afforded by the IOSH Act.

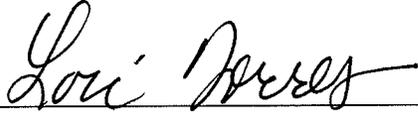
VIII. Term

The term of this agreement is two years from the date of signing. It may be terminated at any time by any Partner with 15 days written notice. The Agreement may be renewed upon agreement of all Partners.

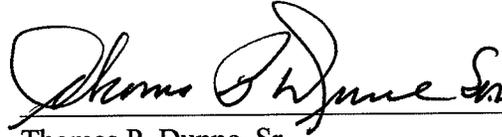
IX. Signatories

All Partnership signatories appear on the page that follows.

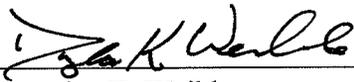
This Partnership is dated this 29th day of June, 2011.



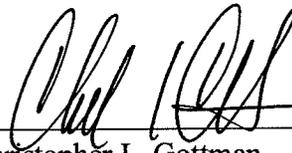
Lori A. Torres
Commissioner
Indiana Department of Labor



Thomas P. Dunne, Sr.
Chairman of the Board & CEO
Fred Weber, Inc.



Douglas K. Weible
President & COO
Fred Weber, Inc.



Christopher L. Gottman
Senior Vice President – Southeast Region
Fred Weber, Inc.



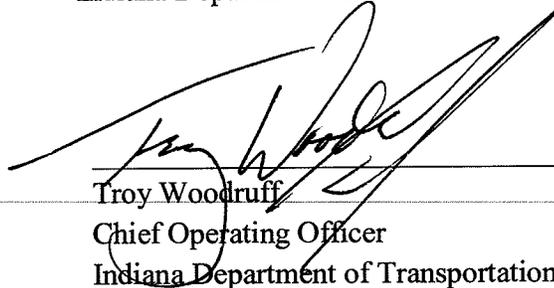
Jason G. Bish
Vice President - Safety
Fred Weber, Inc.



Jeffrey S. Carter
Deputy Commissioner of IOSHA
Indiana Department of Labor



Michelle L. Ellison
Director of INSafe
Indiana Department of Labor



Troy Woodruff
Chief Operating Officer
Indiana Department of Transportation



INDIANA
DEPARTMENT
OF LABOR

