



AMERICAN SUBCONTRACTORS ASSOCIATION HOUSTON CHAPTER

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COMMITMENT TO SAFETY (CTS) CONSULTATION REQUEST FORM

The American Subcontractors Association-Houston Chapter (ASA-HC) Commitment To Safety (CTS) program was developed to increase the number of specialty contractors who implement effective safety and health programs and provide effective safety and health training for management, supervisors and employees.

As a member benefit, and an extension of the CTS program, the ASA-HC Safety committee will conduct a company safety consultation to assist member companies understand where they fall within the program requirements and in the safety area in general. Once the Consultation Form has been received, a jobsite visit will be arranged to further assess the company's safety standards.

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Company Name: _____

Company Liaison: _____

Phone: _____ E-Mail: _____

Company Description: _____

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1. Yes___ No ___ Do you have a comprehensive written safety and health program based on the ANSI A10.38-1991 Guidelines or OSHA's 1989 Safety and Health Program Management Guidelines?
- 1a. Yes___ No ___ If you answered yes to #1, would you like the Safety committee to review your written safety and health program? If so, please provide a copy.
2. Yes___ No ___ Do you conduct employee safety meetings at least weekly?
3. Yes___ No ___ Do you conduct and document self-inspections? If yes, provide a description of your process. Include the frequency of these inspections and attach one example.
4. Yes___ No ___ Do you have at least one OSHA 30-hour trained employee administer your company's safety and health program within the last 5 years?
5. Yes___ No ___ Do you have at least one OSHA 30-hour trained employee with responsibility for employee safety to conduct documented safety and health inspections of ongoing work?
6. Yes___ No ___ Do you take all new employees through an orientation of your safety and health program and introduce them to the specific hazards of your work?
7. In addition to safety meetings, self-inspections and new employee orientations, what other involvement do employees have in the safety and health program? (Provide examples if applicable.)

- 8. Yes ___ No ___ Do you have a Substance Abuse Program?
- 9. Yes ___ No ___ Have you implemented a 6-foot fall protection program?
- 10. Yes ___ No ___ If applicable, do you require all field construction supervisory personnel to have a minimum of 10-hour OSHA training?
- 11. Yes ___ No ___ Do you have designated safety personnel that recognize hazards who have the authority to take prompt corrective action?
- 15. Yes ___ No ___ Are all senior supervisory personnel trained in the competent person areas applicable to your industry? (I.e. scaffolding, excavation, fall protection, etc.)
- 16. Yes ___ No ___ In the 36 months prior to the applications date, have you had any OSHA "willful" or "repeat" violations?
- 17. Yes ___ No ___ In the 36 months prior to the application date, have you had more than three "serious" violations?
- 18. Yes ___ No ___ In the 36 months prior to the application date, have you had more than one "serious" violation within a 12 month period?
- 19. Yes ___ No ___ In the 36 months prior to the application date, have you had any fatalities or "catastrophes" that resulted in a serious citation?
- 20. Yes ___ No ___ Is your EMR below .90?
- 21. Do you have a specific reason for requesting a safety consultation? If so, please explain below.

22. INDEMNITY: In consideration for safety consultation, including Safety Form review and jobsite safety consultation by the *American Subcontractors' Association-Houston Chapter* ("ASA-HC"), its members, and *ASA-HC Safety Committee* and its members through its *Commitment To Safety* ("CTS") program, _____ ("Participating Company"), agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") *The American Subcontractors' Association*, the *ASA-HC*, its *Safety Committee* and any of their *MEMBERS, OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, HEIRS, EXECUTORS, BENEFICIARIES REPRESENTATIVES, ASSIGNEES, PREDECESSOR, SUCCESSOR, PARENT, SUBSIDIARY OR AFFILIATED COMPANIES*, (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY "CLAIMS") , FOR BODILY OR PERSONAL INJURIES, INCLUDING DEATH, TO ANY PERSON AND DAMAGES TO OR DESTRUCTION OF ANY PROPERTY, INCLUDING THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY OCCASIONED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, PARTICIPATION IN THE CTS, INCLUDING BUT NOT LIMITED TO CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION, OR OTHER ACT OR OMISSION OF ANY PERSON OR ENTITY. **PARTICIPATING COMPANY'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE AFOREMENTIONED INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.** To the extent that this agreement affects any construction project or loss that is governed but not excepted or excluded from coverage by Texas Insurance Code Chapter 151, *Participating Company's* obligation to *Indemnify* shall not apply to the extent that such claims are caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract of the *Indemnified Party*. To the extent that any portion or application of this paragraph and of *Participating Company's* obligation to *Indemnify* may be void or unenforceable under applicable law, including under Texas Insurance Code Chapter 151, the *Participating Company* agrees that the remaining portions of this paragraph and of *Participating Company's* obligation to *Indemnify*, and all provisions not affected by such law, remain in full force and effect.

As an authorized agent of my company, I request that members of ASA-HC's Safety committee review this form and conduct a jobsite safety consultation.

(Signature of company liaison listed on application)

Date