



SAFETY SERVICE AGREEMENT

PANHANDLE OF TEXAS CHAPTER AGC

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XYZ COMPANY

123 MAIN STREET, AMARILLO, TX 77777

P: (806) 123-4567 F: (805) 789-6666

The Panhandle of Texas Chapter of AGC ("PT-AGC") and the XYZ Company ("Company") agree effective the ____ day of _____, 2016 as follows:

1. PT-AGC will provide safety inspections for XYZ at a cost of \$_____ per month, billed in advance and payable monthly.
2. PT-AGC will provide the following safety services:
 - Jobsite Inspections within a 120 mile-radius of Amarillo. Company shall submit to PT-AGC by the 25th day of each month (and update as needed) on forms provided by PT-AGC a list of all jobsites at which inspections are requested for the following month. PT-AGC will inspect each requested jobsite once during the month. PT-AGC will provide a written Inspection Report at the conclusion of each inspection to the designated jobsite supervisor and will provide a copy by e-mail or fax to a designated company representative.
 - Safety Programs. If requested, PT-AGC will provide an annual review of Company's safety program.
 - Employee Training. If requested, PT-AGC will provide _____ hours of training to Company's employees per year, to be used on a quarterly-basis. Each training session shall consist of one or more one-hour increments. If a small number of employees need training, PT-AGC may combine them with employees of other companies seeking the same training to create a course. Training hours not used within a quarter may be "banked" for use later within the year subject to PT-AGC's available schedule. Additional training will be available at a discount. PT-AGC may also provide free multi-company training for employees of companies subscribing to its safety services at the PT-AGC office or other selected locations.
 - Pre-Construction/Insurance Meetings. PT-AGC will attend pre-construction or insurance meetings if requested by Company.
 - OSHA Inspections. If requested by Company, PT-AGC will report to an OSHA inspection as soon as practicable and will attend any informal conferences regarding the OSHA inspection within a 120-mile radius of Amarillo.
 - Accident Investigations. If requested by Company, PT-AGC will inspect any accident as soon as practicable.
 - Toolbox and Safety Resources. PT-AGC provides a weekly e-mail "Toolbox Talk" and will provide additional subject-specific toolbox or safety materials upon request.
 - OSHA Reports. PT-AGC will provide assistance with filing required OSHA reports if requested by Company.
3. This agreement does not include the following:
 - Creation of a Company Safety Program, which is available for an additional fee.
 - PT-AGC shall not inspect for any items not specifically noted on the Inspection Report form. Items not listed on the Inspection Report are specifically excluded from the scope of the inspection.
 - The OSHA 30-hour course, which is available for an additional discounted fee.
4. PT-AGC shall provide safety services as an independent contractor and shall have no responsibility for the operations of Company's business or actions of Company's employees. PT-AGC shall provide the results of jobsite inspections to designated Company officials, but has no authority to supervise, direct or control the activities of Company employees.
5. This agreement is binding for one year from the date of signature and, subject to modification, month-to-month thereafter. At the end of the first year, the agreement can be terminated with 30-days' written notice by one party to the other.
6. Company shall not hire PT-AGC safety personnel during the term of this agreement or for one year after the agreement is terminated. If Company violates this provision, it will pay to PT-AGC \$30,000 as damages.

DISCLAIMER OF LIABILITY: PT-AGC's safety inspections are based on observations and/or information available at the time of the inspections, which may not reveal all hazards. PT-AGC does not warrant compliance with any safety, health, building, environmental or any other law or regulation as a result of its safety inspections or training and shall not be responsible for any injuries or penalties resulting from violations of any laws or regulations.