



TRENCH SAFETY AFFIDAVIT

Date: _____

Project Name: _____

I certify that the following person(s) is/are a competent person(s) as defined in the Federal Register, Part II, 29 CFR 1926, Occupational Safety and Health Standards – Excavations, Final Rule and will perform the duties and responsibilities of this position on the referenced project:

(Printed Name)

(Printed Name)

(Printed Name)

(Printed Name)

INDEMNIFICATION FOR TRENCH SAFETY

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE CONSULTING ENGINEER COMPLETELY HARMLESS FROM ANY CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES, IF ANY) FOR ANY PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (INCLUDING ANY INJURY, DEATH OR DAMAGE SUFFERED BY THE CONTRACTOR'S OWN EMPLOYEES) ARISING OUT OF OR OCCASIONED BY THE USE OF ANY TRENCH EXCAVATION PLANS, REGARDLESS OF THEIR ORIGIN, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE OR INTENTIONAL ACT OF THE CONTRACTOR, A SUBCONTRACTOR OR ANY INDIVIDUAL EMPLOYEE OR LABORER (WHETHER OR NOT AN EMPLOYEE OF THE CONTRACTOR OR A SUBCONTRACTOR) IN THE PERFORMANCE OR SUPERVISION OF ACTUAL TRENCH EXCAVATION UNDER THE CONTRACT. **THIS INDEMNITY APPLIES REGARDLESS OF WHETHER OWNER'S OR CONSULTING ENGINEER'S NEGLIGENCE OR FAULT IN THE ADMINISTRATION OF THIS CONTRACT OR IN THE PREPARATION, REVIEW OR APPROVAL OF THE CONTRACTOR'S TRENCH EXCAVATION PLAN CONTRIBUTED TO THE INJURY, DEATH, OR DAMAGE. OWNER ACCEPTS NO LIABILITY WHATSOEVER AS A RESULT OF THE PREPARATION, REVIEW OR APPROVAL OF ANY TRENCH EXCAVATION PLAN UNDER THIS CONTRACT; OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR CORRECTNESS OF ANY EXCAVATION PLAN.** THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THE CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS,

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Signature

Printed Name & Title

SUBSCRIBED and SWORN TO before me this _____ day of _____, 20_____.

Notary Public, State of Texas

[Seal]

My commission expires: _____