

CENTERPOINT ENERGY'S POLE ATTACHMENT AGREEMENT BONDING AND INSURANCE REQUIREMENTS

I. POLE ATTACHMENT SURETY BOND (in a form similar to and containing those terms and conditions set forth in Exhibit "A" attached hereto) and providing for an amount corresponding to the number of CNP poles anticipated for use (as outlined below):

1 to 100 poles	\$ 25,000
101 to 1,000 poles	\$ 50,000
1,001 to 10,000 poles	\$ 100,000
Each additional 10,000 poles	\$ 100,000

Acceptable alternatives to the Surety Bond are:

- Cash Deposit with CenterPoint Energy
- Certificate of Deposit
- Irrevocable Bank Letter of Credit

II. INSURANCE AND INDEMNITY PROVISIONS

A. Worker's Compensation and Employers' Liability – Contractor and subcontractors retained by or through contractor and all their employees, workmen, servants or agents shall purchase Workers' Compensation insurance coverage and shall comply with all requirements of the Workers' Compensation laws of the state in which contractor or any subcontractor retained by or through contractor is performing any work hereunder. Contractor shall in addition carry Employer's Liability Insurance covering all operations and work hereunder in any amount not less than the following:

Each accident	\$500,000
Each disease each employee	\$500,000
Disease policy limit	\$500,000

Likewise, coverage for U.S. Longshoreman's and Harbor Worker's Act, and the Jones Act shall be included with appropriate limits where such exposure is present.

B. General Liability Insurance – Contractor and subcontractors retained by or through contractor agrees to carry, at its sole expense, Commercial General Liability Insurance, including but not limited to *Broad Form Contractual Liability, Products/Completed Operations, Broad Form Property Damage, and XCU Hazards* (Explosion, Collapse and Underground) covering all operations and work hereunder for all liability arising out of injury to or death of one or more persons and injury to or destruction of property in any one occurrence in amounts not less than:

General Aggregate	\$2,000,000
Products – Comp/Ops Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Such insurance shall specifically refer to this contract and shall specifically cover the liability assumed by contractor under the Indemnity.

C. Automobile Liability Insurance – Contractors and subcontractors retained by or through contractor agrees to carry, at its sole expense, *Business Automobile Liability Insurance* on all automobiles owned and hired, as well as automobile non-ownership liability insurance in the amounts of not less than \$1,000,000 combined single limit, for all liability arising out of injury to or death of one or more persons, and all liability arising out of injury or destruction of property in any one occurrence.

D. Excess/Umbrella Insurance – Contractor and subcontractors retained by or through contractor agrees to carry, at its sole expense, *Excess or Umbrella Liability Insurance*, in the amount of \$10,000,000 per occurrence and annual aggregate. This coverage shall be excess of: i) Employer’s Liability, ii) Commercial General Liability and iii) the Business Automobile Liability. Contractor may have any

combination of primary and Excess/Umbrella liability insurance as long as the combination equals \$11,000,000 per occurrence and annual aggregate.

- E.** The insurance required by Sections B, C and D shall include CenterPoint Energy, Inc., including subsidiaries and affiliates, as an Additional Insured with respect to all operations and work hereunder and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The additional insured status shall not be impaired in any manner whatsoever and shall provide the same coverage as the named insured receives. This insurance afforded to Additional Insureds is to be primary of any other valid and collectible insurance.

The insurance required by Section A, B, C and D above, shall include a Waiver of Subrogation in favor of CenterPoint Energy, Inc. including subsidiaries and affiliates.

- F.** Contractor and subcontractors retained by or through contractor shall furnish CenterPoint Energy, Inc. with certificates of insurance required in the above sections, which shall be in companies and in form satisfactory to CenterPoint Energy, Inc. Such certificates shall provide that thirty (30) days written notice shall be given to CenterPoint Energy, Inc. prior to cancellation of or material change in the coverage. Subject certificates shall reflect a Waiver of Subrogation in favor of CenterPoint Energy, Inc., including subsidiaries and affiliates, and CenterPoint Energy, Inc., including subsidiaries and affiliates, as an Additional Insured, as appropriate.

- G.** All such insurance required above shall provide insurance for occurrences during the performance of services by contractor and all subcontractors pursuant to this contract and for a period of 2 years after completion of the contract. In the event that any

insurance as required herein is available only on a “claims-made” basis, such insurance shall provide for a retroactive date not later than the commencement of work or delivery to CenterPoint Energy, Inc. of products under this contract and such insurance shall be maintained by contractor with a retroactive date not later than the retroactive date required above. If the purchase of an “optional extension period”, “optional claims reporting period” or other similarly titled clause is necessary to maintain coverage as required hereunder, then such clause shall provide insurance for all occurrences as required herein. Aggregate limits of such insurance shall be reinstated to the full extent permitted by such insurance policy and shall provide insurance for all claims made after completion of the work under this contract by the contractor. The limits of liability of such insurance as required herein shall remain unimpaired to the full extent permitted by such insurance policy and contractor shall execute all procedures necessary to remove any such impairment.

Failure of the contractor to provide insurance as herein required or failure of CenterPoint Energy, Inc. to require evidence of insurance or to notify contractor of any breach by contractor of the requirements of this paragraph shall not be deemed to be a waiver by CenterPoint Energy, Inc. of any of the terms and conditions of this contract, nor shall they be deemed to be a waiver of the obligations of the contractor to defend, indemnify, and hold harmless CenterPoint Energy, Inc. (including subsidiaries and affiliates) as required herein.

All insurance as required herein shall be primary to any other insurance coverage purchased and shall be issued by an insured authorized to do business in the state where the work is being performed having a A.M. Best’s Rating of not less than “A-

VII. The contractor's obligation to provide for the continuation of such insurance shall survive completion of performance by the contractor under this contract.

H. The above insurance requirements are minimum requirements and shall not limit contractor's liability to CenterPoint Energy, Inc., including subsidiaries and affiliates, in any manner.

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