

Third-Party Contractor Self-Certification Form

In accordance with 47 C.F.R. § 1.1412, CenterPoint Energy Houston Electric, LLC (“CEHE”) requires that all third-party contractors (each hereinafter referred to as a “Contractor”) performing field surveys, simple make-ready, and/or complex make-ready, or other work on CEHE’s poles on behalf of authorized third-party cable television or telecommunications service providers (“Attachers”) complete an annual self-certification to be considered for inclusion or to remain on CEHE’s “Pre-Approved Contractors” lists.

Contractor is to review, complete, execute, and return this form to CEHE Pole Attachments inbox at fjupoles@centerpointenergy.com upon its initial request to be included on any of CEHE’s “Pre-Approved Contractors” lists. Contractor should anticipate that CEHE’s review of a complete Third-Party Contractor Self-Certification Form may take up to 90 days, provided, however, the CEHE reserves the right to reject or return for completion any Form that omits the information requested. For avoidance of doubt, CEHE reserves the right to remove from any, or all of its lists of Pre-Approved Contractors any individual or firm who (i) is determined by CEHE, in its sole discretion, to be non-compliant with any of the requirements certified herein; or (ii) is determined by CEHE, in its sole discretion, to be non-compliant with any qualification required by CEHE to perform the specific work that Contractor has been approved to perform; or (iii) is determined by CEHE, in its sole discretion, to create a risk to safety and reliability based on past performance.

Hereby, _____, Contractor certifies, on behalf of itself, and its subcontractors of any tier, suppliers, employees, or agents, and any of its or their respective employees and other personnel furnished by them, that:

1. Contractor shall follow all local, state and federal laws and regulations.
2. Contractor shall follow CenterPoint Energy’s Pole Attachment Guidelines and Procedures and the joint-use Standards, (collectively, “CEHE Standards”) published by CEHE, as may be amended from time to time. Wherever the National Electric Safety Code (NESC) and the CEHE Standards are in conflict, the CEHE Standards shall prevail.
3. Contractor knows how to read and follow make ready engineering designs, summaries, or scope of work supplied by CEHE or any CEHE approved engineering firm retained by Attacher.
4. Contractor shall follow the rules regarding Qualified and Competent Persons as defined by the Occupational and Safety Health Administration (“OSHA”) Standard 1926.32.
5. Contractor affirms to follow OSHA Standard 1910.268 – Telecommunications when working on telecommunication equipment.
6. Contractor shall complete and provide the Third-Party Contractor General Safety Information form below as part of the initial self-certification, and if added to the “Pre-Approved Contractor” list;



7. Contractor shall join and maintain an active membership with ISNetworld as part of the annual self-certification update. Please visit <https://www.isnetworld.com> for more information on ISNetworld.
8. Contractor shall establish a performance bond in an amount determined by CEHE for the make ready it will perform on Attacher facilities or facilities owned by CEHE, and shall obtain insurance coverage in the form and amounts required by CEHE, all as set forth in Appendix A.

CONTRACTOR'S INDEMNIFICATION OBLIGATIONS; LIMITATIONS OF LIABILITY

Contractor's General Indemnity. CONTRACTOR SHALL PROTECT, INDEMNIFY, RELEASE, DEFEND AND HOLD CENTERPOINT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CENTERPOINT'S AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY, THE "CENTERPOINT INDEMNIFIED ENTITIES") FREE AND HARMLESS FROM ANY AND ALL LEGAL AND OTHER EXPENSES , COSTS (INCLUDING BUT NOT LIMITED TO ALL LITIGATION COSTS AND ATTORNEY'S FEES), LOSSES, CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION OF ANY KIND OR CHARACTER ARISING IN FAVOR OF CONTRACTOR OR ANY THIRD PARTY, AND DAMAGES, INCLUDING BUT NOT LIMITED TO PUNITIVE AND/OR EXEMPLARY DAMAGES, OR INJURIES (COLLECTIVELY, "DAMAGES") TO ANY ENTITY AND/OR PERSON (INCLUDING WITHOUT LIMITATION THE SUBCONTRACTORS OF ANY TIER, SUPPLIERS, EMPLOYEES OR AGENTS OF CONTRACTOR AND ANY OF ITS AND THEIR RESPECTIVE EMPLOYEES AND OTHER PERSONNEL FURNISHED BY THEM) OR PROPERTY ARISING IN OR FROM NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR CONTRACT BY REASON OF THE INSTALLATION, CONSTRUCTION, USE, MAINTENANCE, PRESENCE, RENEWAL OR REMOVAL OF CONTRACTOR'S ATTACHMENTS ON CENTERPOINT'S POLES, INCLUDING DAMAGES THAT ARE OR ARE ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT OF THE CENTERPOINT INDEMNIFIED ENTITIES.

CONTRACTOR SHALL PROTECT, INDEMNIFY, RELEASE, DEFEND AND HOLD CENTERPOINT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CENTERPOINT'S AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY, THE "CENTERPOINT INDEMNIFIED ENTITIES") FREE AND HARMLESS FROM ANY AND ALL LEGAL AND OTHER EXPENSES, COSTS (INCLUDING BUT NOT LIMITED TO ALL LITIGATION COSTS AND ATTORNEY'S FEES), LOSSES, CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION OF ANY KIND OR CHARACTER ARISING IN FAVOR OF CONTRACTOR OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION THE CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SUPPLIERS, EMPLOYEES OR AGENTS OF CONTRACTOR, AND ANY OF ITS AND THEIR RESPECTIVE EMPLOYEES AND OTHER PERSONNEL FURNISHED BY THEM) ON ACCOUNT OF BODILY INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, CONSTRUCTION, USE, MAINTENANCE, PRESENCE, RENEWAL OR REMOVAL OF ATTACHER'S ATTACHMENTS ON CENTERPOINT'S POLES, INCLUDING ANY WORK PERFORMED OR TO BE PERFORMED BY ATTACHER HEREUNDER, ALL REGARDLESS OF WHETHER SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF THE CENTERPOINT INDEMNIFIED ENTITIES.



Pole Attachments – 9E
Distribution Projects & Lighting Design
P.O. Box 1700
Houston, TX 77251

By Contractor:

Signature

Print

Title

Company

Contractor must provide a Letter of Authorization on Attacher company letterhead and signed by a duly authorized agent of Attacher specifying Contractor to be authorized and approved to work on behalf of Attacher on CEHE's poles for the following:

(Check applicable boxes)

- Field Surveys
- Simple Make-Ready
- Complex Make-Ready

Third-Party Contractor General Safety Information

Company Name: _____ Phone: _____
 Physical Address: _____
 How many years has your organization been in business under your current name? _____
 Please provide your North American Industrial Classification (NAICS): _____
 Parent Company Name: _____
 Parent Company Address: _____
 Person completing this survey: _____
 Title of person completing survey: _____
 Phone number of person completing survey: _____
 Email of person completing survey: _____
 Highest ranking safety / health professional in the company:
 - Name: _____ Title: _____ Phone: _____
 - Email: _____

1.0 SAFETY PROGRAM

YES NO N/A

- 1.1 Does your company have a documented Safety and Health Program and is it in compliance with the requirements of CFR 1910.268 – Telecommunications?
- 1.2 Do you have a safety and health professional on staff?
- 1.3 Has your company received any regulatory (EPA, OSHA, etc.) citations in the last three years? (If yes please provide summary information)

2.0 TRAINING

YES NO N/A

- 2.1 Do you conduct and document “toolbox” safety meetings? Frequency: _____

APPENDIX A**INSURANCE REQUIREMENTS**

- A. Insurance and Indemnification. Prior to performing any work on CEHE’s poles, Contractor shall obtain, at its sole expense, all insurance required under the terms of this Appendix A, including all such insurance required to effectuate the indemnification provisions indicated in its Third-Party Contractor Self-Certification (“Self-Certification”) , and shall specifically cover the liability assumed by Contractor under while performing any work on CEHE’s poles.
- B. Insurance Requirements. Contractor agrees to maintain in full force and effect, throughout its tenure in the “Pre-Approved” list of contractors, at its sole expense, insurance of the following types and amounts for the benefit of Contractor and CenterPoint Energy, Inc., its direct and indirect subsidiaries and affiliates, including Limited Liability Companies (collectively, the “CenterPoint Insured Entities”) (as additional insured, in accordance with the provisions below), written by insurance companies satisfactory to CenterPoint, authorized to do business in the state where Contractor is performing work on CEHE’s poles, and having an A.M. Best’s Rating of not less than “A- VII”. All insurance required by Sections B(1)-(3) below shall be primary to any other insurance coverage purchased by Contractor.
1. Worker’s Compensation and Employers’ Liability. Contractor shall maintain, at its sole expense, Worker’s Compensation Insurance covering Contractor’s employees, which shall be in compliance with all requirements of the Worker’s Compensation laws of all states where Contractor shall perform work on CEHE’s poles. In addition, Contractor shall maintain Employer’s Liability Insurance covering all operations and work hereunder in an amount not less than the following:

Each Accident	\$1,000,000
Each Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

Contractor also shall maintain insurance in compliance with the *U.S. Longshoreman’s and Harbor Worker’s Act*, the *Outer Continental Shelf Act*, and covering *Jones Act* liability, if Contractor’s performance under this Appendix A involves marine exposures.

2. General Liability Insurance. Contractor shall maintain, at its sole expense, general liability insurance on a form no less broad than the coverage provided by a “Commercial General Liability Insurance” form (dated 2004 or later) promulgated by the Insurance Services Office, and containing language affording coverage for Broad Form Contractual liability, Products/Completed Operations, Broad Form Property Damage liability, and XCU Hazards liability (explosion, collapse and underground hazards) arising out of all operations and work performed under this Agreement, 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/Completed Operations, Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

3. Automobile Liability Insurance. Contractor shall maintain, at its sole expense, Automobile Liability Insurance on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form (dated 1985 or later) promulgated by the Insurance Services Office, on all owned or hired autos, as well as on any non-owned autos, in an amount 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 injury to or destruction of property, in any one occurrence.

4. Excess Liability Insurance. Contractor shall maintain, at its sole expense, Excess Liability Insurance that follows the same form of the underlying primary liability insurance, as required by this Section B for Employers Liability Insurance, General Liability Insurance, and Automobile Liability Insurance, in an amount not less than \$10,000,000 per occurrence, and \$10,000,000 in the aggregate.

C. Deductibles. Any and all deductibles, or self-insured retentions, of all insurance policies required by this Agreement shall be assumed by, for the account of, and at Contractor’s sole risk and expense, and shall not be billed to or payable by the CenterPoint Insured Entities.

D. Additional Insureds. The insurance required by Sections B(2)-(4) above shall include the CenterPoint Insured Entities as Additional Insureds, to the fullest extent allowed by law, with respect to all operations and work performed by Contractor, as to the full limits of

liability purchased by Contractor (including those limits greater than the minimum limits required by this Agreement), and shall include language providing that:

1. such insurance applies separately to each insured against whom any claim is made, or any suit is brought; and
 2. such coverage to the CenterPoint Insured Entities is no less broad than one or the other of the following alternatives: (a) the coverage afforded to the named insured under the policy with respect to the work or services to be performed hereunder; or (b) the coverage afforded by the combination of Insurance Services Office Endorsements' CG 33 93 05 12 (entitled "Texas Additional Insured-Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You) and CG 33 94 05 12 (entitled "Texas Additional Insured-Owners, Lessees or Contractors-Completed Operations"); and
 3. such insurance shall respond as primary insurance and shall not contribute with any other valid and collectible other insurance that may be maintained by the CenterPoint Insured Entities.
- E. Waiver of Subrogation. The insurance required by Sections B (1)-(4) above shall include full Waivers of Subrogation in favor of the CenterPoint Insured Entities, unless such Waiver of Subrogation is otherwise prohibited by the law governing such insurance. For the avoidance of doubt, Contractor agrees that it presently releases all claims against the CenterPoint Insured Entities that may arise in the future within the scope of the subrogation waiver required by this paragraph.
- F. Certificates of Insurance. Contractor shall provide to CenterPoint Certificates of Insurance signed by Contractor's insurance agent, showing Contractor's procurement of the insurance required by CenterPoint, including copies of the cancellation provisions applicable to each such Certificate. Each Certificate shall accurately reflect the insurance in place, shall be in a form satisfactory to CenterPoint, and shall include language:
1. expressly and specifically referring to this Agreement;
 2. confirming that the CenterPoint Insured Entities (as defined in this Appendix A) are Additional Insureds, as required by Section D, and appending any language or endorsement(s) including the CenterPoint Insured Entities as Additional Insureds, having coverage that is primary and non-contributing;
 3. confirming a Waiver of Subrogation in favor of the CenterPoint Insured Entities (as defined in this Appendix A), as required by Section E of this Appendix A; and,

4. attaching the language or endorsement(s) by which the CenterPoint Insured Entities (as defined in this Appendix A) are made an Additional Insureds, as required by Section D of this Appendix A, and coverage is primary and non-contributing.

Contractor warrants the complete accuracy of all information provided on each Certificate of Insurance furnished by Contractor, or by Contractor's broker to CenterPoint. Contractor agrees to provide CenterPoint with true, correct and complete photo/electronic copies, or to make available for inspection the originals, of all policies of insurance that Contractor is required to procure and maintain in force under this contract within three (3) business days after receipt of CenterPoint's request.

Contractor shall provide thirty (30) days prior written notice (or in the case of Contractor's nonpayment of premium, ten (10) days prior written notice) to CenterPoint prior to cancellation of, or material change in the coverage, and hereby agree(s) to assure that CenterPoint receives in fact such notice.

- G. Claims-Made Insurance. If the insurance required hereunder is procured on a form affording claims-made coverage, then: (a) all limits stated above as “per occurrence” shall be understood to mean “per claim” or “per occurrence,” as is consistent with the terms of the claims-made policy; and, (b) such claims-made insurance shall not provide for a retroactive date later than the Effective Date of this Agreement.
- H. Reinstatement of Impaired Limits. In the event that the required aggregate limits of liability of any insurance required hereunder are reduced or impaired by fifty percent (50%) or more, Contractor shall immediately provide written notice to CenterPoint of such impairment, and shall cause such impaired limits to be reinstated to the required limits.
- I. Subcontractors’ Insurance. Contractor shall cause its subcontractors, including all persons hired by Contractor to perform any work on CenterPoint’s poles, but who are not employees of Contractor, to procure and to maintain in full force and effect insurance of the types and amounts, and meeting all the requirements of Contractor under this Agreement.

- J. Duration of Insurance Obligations. All insurance obtained pursuant to the requirements of this Appendix A shall remain in full force and effect for duration that Contractor remains on any of CEHE’s lists of Pre-Approved Contractors, plus two (2) years after the date on which Contractor is removed from all of CEHE’s lists of Pre-Approved Contractors, or until thirty (30) days after the date on which CenterPoint confirms that Contractor is released of its obligations pursuant to any performance and of any required warranty work. In addition, Contractor shall maintain in full force and effect completed operations coverage under the insurance policies required by Sections B(2) and B(4) of this Appendix A, and any “claims-made” coverage within Section G above, for a minimum of two (2) years after the date on which Contractor is removed from all of CEHE’s lists of Pre-Approved Contractors. Contractor shall purchase an extended reporting period, or “tail coverage”, if necessary to comply with the latter requirement.
- K. No Waiver. The failure of Contractor to provide the insurance required by this Appendix A, or to furnish Certificates of Insurance that conform to the requirements of Section F above, or the failure of CenterPoint to require evidence of insurance, or to provide notice to Contractor of any breach by Contractor of the requirements of this Appendix A, or any deficiencies in such insurance obtained by Contractor pursuant hereto, shall neither constitute a waiver by CenterPoint of any of the insurance requirements set forth in this Appendix A, or Contractor’s indemnification obligations.
- L. No Limitation of Liability. The above insurance requirements are minimum requirements, and shall not limit Contractor’s liability to the CenterPoint Insured Entities in any manner.



Surety Bond Form

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT we _____, hereinafter referred to as “**Principal**”, and _____, hereinafter referred to as “**Surety**”, are held firmly bound unto CenterPoint Energy Houston Electric, LLC, hereinafter referred to as “**CenterPoint**”, in the sum of **twenty-five thousand**, Dollars (\$25,000), lawful money of the United States, to the payment of which well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal seeks to satisfy certain financial responsibility requirements established by CenterPoint under the *Third-Party Contractor Self-Certification Form*, of which this surety agreement is a part, whereby CenterPoint will permit the Principal to perform work on behalf of Attacher as referred on page 3 of this document, which by reference made a part hereof and is hereinafter referred to as the *Third-Party Self-Certification Form*.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the initial term of this obligation is one (1) year from and including the date of execution hereof and this obligation shall not be cancelled, altered or modified by Surety during said one-year term or any part thereof under the terms of the *Third-Party Self-Certification Form*; and this obligation shall be automatically renewed for successive one-year terms without limit unless Surety gives CenterPoint, by certified of registered mail, written notice of its intent to cancel, alter or modify this obligation not less than sixty (60) days prior to the end of the initial or any succeeding term of this obligation.

Further, the Surety also hereby agrees to pay on demand any and all costs, including reasonable legal fees, collection fees and other expenses incurred by CenterPoint in enforcing the Surety’s payment obligations under this Surety Bond,

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this _____, day of _____, _____.

Principal

Surety

By: _____
Name:
Title:

By: _____
Name:
Title: