



AUSTIN ENERGY Contractor Disconnect Program Terms and Conditions

These terms and conditions (“Agreement”) related to the AUSTIN ENERGY Contractor Disconnect Program (“Program”), are entered into between the City of Austin, doing business as Austin Energy, (“Austin Energy”) and the below named electrical contractor (“Company”), as of the date of Agreement acceptance below (“Effective Date”).

Recitals

Austin Energy has created the AUSTIN ENERGY Contractor Disconnect Program (“Program”) for the purpose of assisting electrical contractors with the completion of electrical residential service rebuilds that would otherwise need to be performed by AUSTIN ENERGY.

This Program allows electrical contractors to cut AUSTIN ENERGY seal and supply conductors in order to upgrade and reconnect overhead electric service using Austin Energy approved connectors (Section 2 Item j); install transfer switches (see last page); main panel change out; and replace load side conductors. On underground, replace load side conductors in the meter can; upgrade main panel; and/or install transfer switches (see last page). (“Work”).

This registration is approved for one year in the CDP, renewal is required once per year to maintain active status in the program. The renewal date will be one full year from the registration month.

To be eligible to participate in the Program, Company agrees to the following:

Terms & Conditions

1. Company’s master electrician Requirements.
 - a. The master electrician shall be an established Texas Department of Licensing and Regulation (“TDLR”) licensed electrical contractor.
 - b. The master electrician shall register as a contractor with the City of Austin Development Services Department (“DSD”).
 - c. The master electrician shall have a current permanent business address, telephone number, and email registered in the City of Austin’s AMANDA system.
 - d. The master electrician shall have completed and submitted the Master electrician Application form to AEDisconnectProgram@austinenergy.com.
 - e. Any damages that arise will be paid in full by the Company. This includes cost of damaged Austin Energy equipment and damage to personal property, etc.

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- f. The electric meter only be removed and re-installed once. No multiple removals will be allowed.
 - g. The master electrician is tied to the company in which they attended cdp training for, if the master leaves the company both company and master electrician cannot perform cdp jobs until re-registered with cdp on next training period. The company will need to register with the new master electrician on file.

2. Contractor Disconnect Program Requirements:

- a. Company's master electrician shall obtain an electrical permit for the proposed Work from the City of Austin's Development Services Department prior to commencing any Work. *Permit application shall go through the ESPA approval process (if an ESPA is needed) and include the appropriate selection in the Electric Meter provider section. It shall also note "Request to disconnect" in the permitting "Description" notes (i.e. When applying for the electrical permit, the master electrician shall note at the beginning of the work description of the permit that they "request to disconnect"). Please see detailed permitting instructions on page 9 as well as jobs that are not allowed in the CDP.
*If no work is being done on the electric meter/service then no ESPA is needed. "No meter can required" shall be selected in the Electric Meter provider section, and no load information input on the permit application. An email will need to be sent to aeelectricspots@austinenergy.com after this type of permit has gone "Active" to let AE Spots know. Provide permit number and address in the email so they can send a Spotter out.
- b. A member of the AUSTIN ENERGY Electrical Spots Group ("AUSTIN ENERGY Spots") will be out the day after the permit goes active to spot service for outage and ensure all AUSTIN ENERGY criteria for the Program are met. If all criteria for the Program are met, AUSTIN ENERGY Spots will leave a spot card sticker at the site and enter "OK to cut seal" in the spot location comments of the electric permit. A temporary, orange meter seal will be left zip-tied to the existing meter seal. If a temporary, orange meter seal is not present please contact AEElectricSpots@austinenergy.com and request one be left at the site before work starts on site.
- c. **The master electrician's authorization to cut the seal shall come from the "OK to cut seal" spot location comments left by AUSTIN ENERGY Spots in the AB+C portal.**
- d. The master electrician is responsible for obtaining spot location and shall verify the spot location process is completed and "OK to cut seal" has been entered on the comments of the electric permit prior to beginning any Work.

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- e. Company is responsible for paying all fees before scheduling inspection.
 - f. Before commencing any Work, the master electrician shall schedule the outage for the permit on the Austin Energy Bookings website. The Bookings website will require all outages to be scheduled seven days in advance. The City of Austin electric inspection(s) shall be scheduled through the AMANDA IVR system at <https://abc.austintexas.gov> or through the Automated Inspection Request Line at 512-974-9405. Prior to re-energizing the service equipment for any reason, the master electrician shall schedule an electrical inspection with DSD for the date of the AUSTIN ENERGY scheduled request and obtain either a temporary or final inspection depending on the type of request made.
 - g. The master electrician shall perform the Work on the day agreed upon with the electrical inspector and AUSTIN ENERGY CDP personnel. **All cancellations should be made 72 hours in advance of scheduled disconnect by emailing aedisconnectprogram@austinenergy.com** . If a job is cancelled within 72 hours a trip fee will be added to the permit.
 - h. Before commencing any Work, the master electrician shall perform a safety tailboard with those performing any electric service work and keep a record of it.
 - i. While commencing Work, the master electrician shall immediately report to AUSTIN ENERGY any events that may create a safety hazard, such as flashes, by calling AUSTIN ENERGY ECC at (512) 322-9100.
 - j. The master electrician shall provide and use insulated multitap connectors as shown on “Conductors and Hardware” spec sheet on following pages.
 - k. Any service drop removed from one point rack shall be safely secured by the master electrician to prevent energized conductors from being accessible to pedestrians.
 - l. Once electric inspection is passed, the master electrician will re-energize service and install the temporary seal that was previously zip tied to the service by the AUSTIN ENERGY spotter. The master electrician shall submit a Completeness Form to AEDisconnectProgram@austinenergy.com on the same day they reconnect service. **DO NOT SUBMIT THE COMPLETENESS FORM IF THE DISCONNECT WAS NOT PERFORMED.**
Failing the initial COA Electrical Inspection will result in the requirements of a follow-up inspection, via After-Hours Inspection or any other means necessary, BEFORE re-energizing electrical equipment.
 - m. AUSTIN ENERGY CDP reviewers will upload the Completeness Form to the electric permit and perform an electrical release.

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- n. AUSTIN ENERGY Service Dispatch will create Field Activity for meter tech to follow up and check connections and install permanent meter seal.

3. Violations subject to removal from Program.

ATTENTION: Suspension from the CDP is one full year from time of violation, after the one-year suspension is served the master can register for the next open enrollment.

The following violations by Company or its master electrician may result in termination of this Agreement and automatic removal from the Program, in addition to any other available remedies to AUSTIN ENERGY:

- a. Cutting seal without AUSTIN ENERGY approval or confirmed date with CDP personnel. A fine will be assessed for a seal cut without the approval required in this Agreement.
- b. Disconnecting service without having a final inspection scheduled with City of Austin DSD.
- c. Disconnecting service without providing the required one-week advance notice.
- d. Reconnecting service without having City of Austin approved electrical inspection.
- e. Performing any Work without a City of Austin electrical permit.
- f. Reconnecting service when AUSTIN ENERGY Spotter or City of Austin inspectors have determined that tree trimming is required and tree trimming has not been performed prior to service work.
- g. Using unapproved terminations (See section 2. j above).
- h. Using any AUSTIN ENERGY equipment that is not in the normal course and scope of the Work, without receiving prior written approval from AUSTIN ENERGY.
- i. Failing to comply with the provisions in Section 2.
- j. Failure to comply with any requirement of the Program or this Agreement.
- k. Any subsequent project requiring AUSTIN ENERGY to send out a service truck to address any issues from Work done by Company's master electrician after the Work has already been completed and meter sealed.
- l. Failing to report any events that may create a safety issue such as flashes, missing meter seals or damaged AE equipment.
- m. Failing to conduct or maintain a record of a hazard assessment (safety tailboard).
- n. The master electrician failing to attend training required by Austin Energy. master electrician.

4. Limitation of Liability & Indemnification.

Company agrees and acknowledges that Company's participation in the Program is strictly voluntary, and that AUSTIN ENERGY is under no obligation to allow Company or its master

electrician to perform any Work related to the Program. Company covenants not to sue AUSTIN ENERGY or pursue other remedies against AUSTIN ENERGY, legal or equitable, including breach of contract, tort (including negligence), strict liability and otherwise, in connection with the Program or any Work Company or its master electrician may perform related to the Program.

COMPANY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY OF AUSTIN, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS ("CLAIMS"), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY COMPANY OR ITS MASTER ELECTRICIAN , (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE COMPANY OR ITS MASTER ELECTRICIAN IN THIS AGREEMENT OR THE PROGRAM, OR (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE COMPANY OR ITS MASTER ELECTRICIAN IN CONNECTION WITH THIS AGREEMENT OR ANY WORK PERFORMED BY MASTER ELECTRICIAN OR COMPANY . CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. COMPANY'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

5. Term.

This Agreement and Company's eligibility for participation in the Program will remain effective for one year from the Effective Date, unless otherwise terminated earlier pursuant to the terms of this Agreement. At the end of the Term, and if Company or its master electrician has not been previously removed from the Program per the terms of this Agreement, Company may reapply for the Program and sign a new Agreement. AUSTIN ENERGY has the right to end the Program or terminate this Agreement at any time for any reason.

6. Complete Agreement.

This Agreement constitutes the entire agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both parties to the Agreement.

7. Survival of Obligations.

All provisions of this Agreement that impose continuing obligations on Company, including but not limited to indemnification and limitation of liability, shall survive the expiration or termination of this Agreement.

8. Severability.

If any provision of this Agreement is ruled invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions.

9. Relationship of the Parties.

The parties are independent contractors and nothing in this Agreement shall create an agency, partnership, joint venture, or fiduciary relationship between the parties.

The below acknowledges that they are authorized to sign this Agreement on behalf of Company and that they have read and understood the terms and conditions laid out in this Agreement, and agrees to accept these terms and conditions on behalf of Company as of the date below in order to participate in the Program.

Signature

Name

Title

Company

Date

Automatic Transfer Switch Installation


When installing an Automatic Transfer Switch (ATS), the electric service main disconnect/breaker or combined mains/breakers shall be equal to the size of the ATS main disconnect in order to qualify for the CDP. If the ATS disconnect is larger than the electric service main disconnect it will require the electric service be upgraded to match.

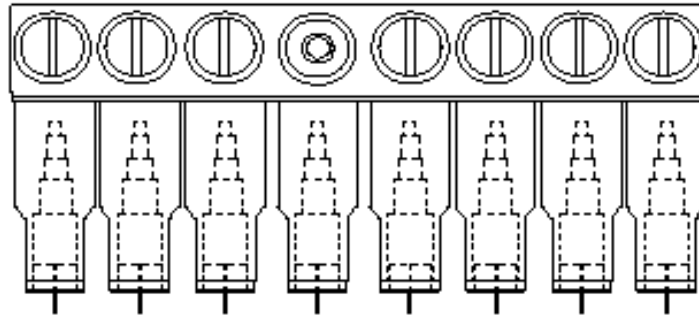
With the introduction of an ATS, immediately after AE metering equipment, not only do the service entrance conductors from the point of service to the disconnect now have to be upsized to accommodate the full ampacity of the larger main disconnect (83% rule, per 310.12 NEC 2020), but the Austin Energy Service Drop conductors may also need to be upgraded as well. Austin Energy's services drop conductors are based on the total calculated load.

Austin Energy's Design Criteria Manual clearly states:

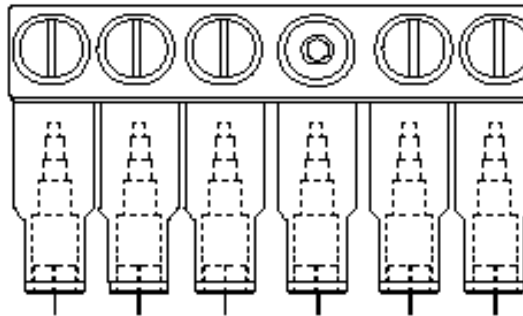
"All metering equipment is sized per the manufactures **maximum nameplate rating of the disconnect, or total number of disconnect, not the fuse size, wire rating or trip/relay setting." (1.9.1.1 (A))**

With the new ATS becoming the new Emergency/Service disconnect, the current service disconnect becomes a sub-panel. This requires the grounding electrode conductor and main bonding jumper to now be installed into the ATS, solidifying the new equipment as the main disconnecting means, thus requiring the metering equipment to be sized accordingly.

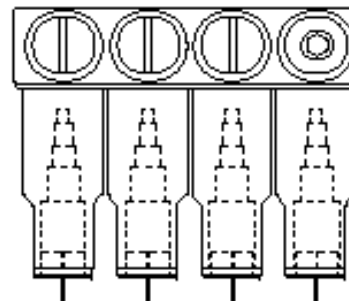
1245-21	CONDUCTORS AND HARDWARE OH AND UG CONNECTORS CONNECTOR URD SEC 4, 6 AND 8 POSITION	
Sheet 1 of 2		
Rev: 08/01/20		



8 WAY CONNECTOR



6 WAY CONNECTOR



4 WAY CONNECTOR

NOTES:

- 1. EACH TAP POSITION IS PROVIDED WITH SEALED WATERTIGHT CAPS.**
- 2. KEEP THESE CAPS ON ALL UNUSED TAP POSITIONS. SEAL TAP POSITIONS WITH CABLES WITH THE FORCE-FIT SLEEVES PROVIDED WITH THE MOLE TAP KITS.**
- 3. PRIOR TO INSTALLING ALUMINUM CONDUCTOR CONNECTORS, CLEAN THE CONDUCTOR WITH A WIRE BRUSH TO REMOVE OXIDES.**
- 4. IMMEDIATELY APPLY A NON-GRIT INHIBITOR TO THE CONTACT SURFACE OF THE CONNECTOR. CONNECTORS GENERALLY COME WITH INHIBITOR APPLIED AT THE FACTORY.**

1245-21-10 350 MCM TO #12 6-WAY 600V INSULATED
 1245-21-20 350 MCM TO #12 4-WAY 600V INSULATED
 1245-21-30 750 MCM TO #2 8-WAY 600V INSULATED
 1245-21-35 750 MCM TO #2 4-WAY 600V INSULATED

List of Approved Terminations

Manufacturer	MFG Part #	Website Link
CMC	SSBC350-4SI	LINK
T&B	RAB4C	LINK
UTILCO	PED-350SSP	LINK
CMC	SSBC750-4I	LINK
UTILCO	PED4-750SSP	LINK

The manufacturer part number may change by the manufacturer, please refer to the manufacturer for any updated part number and use the spec sheets provided for reference. In any case of issues with these terminations please email us at aedisconnectprogram@austinenergy.com

Permitting Instructions

- When applying for a CDP permit make sure the work description states – Request to Disconnect - This should be done exactly as shown with no additional symbols or words mixed in due to our Bookings website extracting the permits based on this criteria.
- Any permits with changes to the main panel or addition of a transfer switch shall include the following on the permit description
 - Existing meter can size
 - Main disconnect size – new disconnect size for panel upgrades or change outs, or existing disconnect size for transfer switch installs on existing panels
 - Transfer switch size (The transfer switch cannot exceed the allowed ampacity of the main panel or meter enclosure. See page 7)

Example Permit Description – Request to disconnect new 200 amp automatic transfer switch installation on existing 200 amp panel, no new meter can required.

Jobs not allowed under the CDP

- Commercial services
- Houses under remodel
- Services fed from a meter pack



Code of Conduct and Ethical Requirements

Austin Energy Programs and Services

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Austin Energy - Code of Conduct and Ethical Requirements

I. OVERVIEW AND GENERAL REQUIREMENTS

- A. Austin Energy is responsible for maintaining the integrity of its programs and services and for ensuring a positive experience for customers. In doing so, while achieving its own business objectives, Austin Energy may choose whomever it seeks to do business with as a participating contractor. Therefore, to be included as a participating contractor, Austin Energy requires adherence to the following Code of Conduct and Ethical Requirements. This document provides an overview of conduct constituting violations and also outlines policies governing how violations are handled and disciplinary actions are applied. Disciplinary action may be taken outside the parameters set forth in this document for any act or omission Austin Energy deems inappropriate or damaging to Austin Energy's or the City of Austin's reputation.
- B. A participating contractor is any company or third party (e.g. installation contractor, auditor, design consultant, Green Building extended area rater, etc.) that does work related to any Austin Energy program or service. By participating in Austin Energy's programs and services, all participating contractors, their staff, owners, sub-contractors, and affiliates agree to adhere to these requirements, including but not limited to:
1. conducting business in a professional, courteous, trustworthy, and ethical manner,
 2. complying with all federal, state, and local laws, Austin Energy and City of Austin requirements, policies, and guidelines,
 3. installing all equipment safely and in compliance with any applicable regulations, including building code, permitting requirements, and equipment specifications,
 4. operating in accordance with all relevant local, state, and federal laws governing licensing, labor practices, workers' compensation, insurance, customer data privacy, data handling, and any other applicable rules or requirements, and
 5. for applicable programs, maintaining up-to-date licensing and registration with the Texas Department of Licensing and Regulation (TDLR). Please refer to [TDLR Rules](#) regarding contractor responsibilities and penalties for non-compliance.
- C. This document is not a contract between Austin Energy and a participating contractor and, as such, it does not create any contractual rights. This document may be periodically revised by Austin Energy.

Austin Energy - Code of Conduct and Ethical Requirements

II. VIOLATIONS

- A. Austin Energy maintains sole discretion in determining whether a violation has occurred, whether a complaint is credible, and the severity of any violation. In the case of severe violations, multiple or repeated violations, or if additional violations are committed during periods of probation or suspension, the participating contractor may be permanently removed from all future participation in Austin Energy programs and services.
- B. The following is a non-exhaustive list of potential violations subjecting participating contractors to disciplinary action. Any action not included below, but which would negatively impact customers or Austin Energy's programs and services, may be considered a violation.
1. Failure to adhere to program or equipment installation requirements.
Examples include:
 - i. beginning work before necessary approvals or signatures have been obtained,
 - ii. submitting incomplete applications or audits (e.g., missing data or required documents)
 - iii. submitting ineligible applications or audits (e.g., non-eligible customers or equipment), or
 - iv. not attending required in-person meetings or training sessions.

 2. Work quality or performance that fails to meet program requirements.
Examples include:
 - i. inspection failure rate exceeds program requirements,
 - ii. failed inspections are not corrected in a timely manner,
 - iii. customer complaints are unresolved or not addressed in a timely manner,
 - iv. failure to follow program requirements and guidelines, or
 - v. violation of workplace safety rules or standards.

 3. Unprofessional business practices.
Examples include:
 - i. non-responsiveness to contact attempts, missing multiple appointments, repeatedly tardy arrivals to inspections or customer appointments,
 - ii. improper submittal of a customer rebate or not submitting a rebate application on behalf of the customer when agreed upon,
 - iii. exhibiting behavior or language that is disruptive, offensive, or inappropriate in a professional work environment, or
 - iv. impaired behavior due to alcohol or drugs.

Austin Energy - Code of Conduct and Ethical Requirements

4. Unethical behavior or business practices.

Examples include:

- i. use of aggressive or dishonest sales tactics or business practices (automatic escalation of disciplinary actions if directed toward vulnerable customer populations),
 - ii. submitting false or inaccurate application or equipment data in order to influence the rebate or savings calculation (e.g. inflating lighting counts/wattage or submitting falsified or exaggerated test data),
 - iii. providing cost savings and performance estimates to customers that overestimate the benefits of the services or products provided,
 - iv. fraudulently obtaining or requesting Austin Energy rebates for ineligible customers or equipment,
 - v. submitting falsified or inaccurate documentation (e.g. forging approval signatures, submitting invoices with inflated costs, or taking misleading project photos, etc.),
 - vi. providing any false or misleading statements (verbal, written, or electronic) or failure to disclose information when required, or
 - vii. impersonating Austin Energy or City of Austin staff or creating any confusion regarding affiliation with City entities, including on participating contractor websites
5. Violation of the Austin Energy name, logo, or advertising policies (see Section IV – *Guidelines on Advertising and Logo Use*).
 6. Applying for rebates while on suspension, either directly or through a sub-contractor or third party, or requesting that a customer submit applications directly.
 7. Interference in any Austin Energy complaint or disciplinary process by contacting customers or third parties.
 8. Violating any relevant local, state, or federal laws or rules governing licensing, labor practices, worker compensation, liability insurance, trade practices, or customer data privacy and controls, or operating without required qualifications, permits, licenses, certifications, or insurance.
 9. Any conduct toward members of the public, City of Austin or Austin Energy staff, or other contractors that is discriminatory, disruptive, offensive, threatening, or is deemed by Austin Energy to be harassment, sexual harassment, retaliation, or bullying.
 10. Criminal acts such as theft, violence, or illegal drug use, and criminal or negligent property damage.
 11. Failure to prohibit employees, subcontractors, or agents from performing work associated with Austin Energy's programs and services, if required by Austin Energy. Potential violations in which Austin Energy would require this action include unethical behavior, criminal acts, theft, alcohol or drug abuse, abusive or threatening language, harassment, or injury to persons or damage to property due to negligence.
 12. In the event a violation is relevant to a partner utility or entity (e.g. Texas Gas Service, Austin Water Utility, Velocity Credit Union, TDLR, etc.), Austin Energy may notify that entity of the violation in addition to applying its own disciplinary action.

III. DISCIPLINARY ACTIONS

- A. Austin Energy maintains sole discretion in determining the appropriate disciplinary action for the violation committed. Disciplinary actions not explicitly listed below may also be applied. In determining the appropriate disciplinary action, Austin Energy may consider the participating contractor's history with the program or service and risk for continued violations. Severe or egregious violations will result in permanent removal from Austin Energy programs and services.
- B. Disciplinary actions may be applied to the entire company, specific individuals, and sub-contractors and affiliates. Participating contractors are responsible for informing all employees and sub-contractors of all requirements and the disciplinary actions that will result when violations occur. In its sole discretion, Austin Energy may deem it necessary to apply disciplinary action against individuals in order to prevent habitual violators from future participation, whether for the same company or under another company or affiliate.

Disciplinary actions include:

1. Warning Letter: Austin Energy may issue a formal warning letter to provide notice that a violation has occurred.
2. Corrective Action(s): Specific to the violation, Austin Energy may require the participating contractor to complete corrective action(s). Example corrective actions include: reducing inspection failure rates, closing expired permits, and successfully resolving or ceasing customer complaints.
3. Probation: Participating contractor may be placed on a probationary period, to be determined by Austin Energy. The participating contractor may be placed on probation for a defined time period, or until corrective actions have been successfully implemented or demonstrated. Additional disciplinary actions will be applied if violations are committed during probation or if corrective actions are not met.
4. Suspension: Participating contractor may be suspended from submitting new applications or audits to any of Austin Energy's programs and services for a defined period, to be determined by Austin Energy.

While on suspension, the participating contractor:

- i. is prohibited from submitting new applications or audits (directly, through another participating contractor, or through the customer),
 - ii. may not offer the program or service to customers or use the Austin Energy name,
 - iii. will be removed from participating contractor lists on the Austin Energy website and other associated materials,
 - iv. must remove any reference to Austin Energy's programs and services from the participating contractor's marketing materials, websites, etc.,
 - v. must comply with any other conditions of Austin Energy related to the program or service, and
 - vi. must re-apply to participate in the program or service upon completing the suspension period.
5. Permanent Removal: Participating contractor may, in Austin Energy's sole discretion, be permanently removed from all future participation in Austin Energy programs and services. A participating contractor and its parent, subsidiaries, and affiliates that has been permanently removed will not be

Austin Energy - Code of Conduct and Ethical Requirements

considered for reinstatement. If deemed necessary, removal may apply to owners or specific staff, no matter their future company affiliation or name. Unless otherwise notified, the participating contractor is expected to complete any projects with an application submission date prior to the start date of the termination.

- C. **Customer Protection:** If participating contractor's warning or disciplinary action results from a customer-submitted violation, any attempt to contact or influence that customer or third party while the violation is being examined will be deemed an additional and egregious violation. Additional restrictions may be placed on the participating contractor in order to best serve the customer (e.g. Austin Energy may require that participating contractor staff who received a complaint are not allowed to return to the customer site).
- D. **Legal Action or Criminal Prosecution:** When deemed necessary, certain violations may rise to a level that is associated with other legal actions or referred to the proper authorities for possible criminal prosecution. Participating Contractors involved in active litigation with Austin Energy or the City of Austin may be suspended from program participation.
- E. **Stop Work Notice:** Austin Energy may issue an immediate Stop Work Notice in the event the participating contractor is observed operating in a manner that is in violation of: Federal, State, or Local laws; contractual requirements; program requirements; or in a manner that is determined by the City to be in violation or is unsafe to either life or property. Upon notification, the participating contractor must cease work in accordance with the notice, until notified by the City that the violation or unsafe condition has been corrected. The participating contractor is liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

IV. GUIDELINES ON ADVERTISING AND LOGO USE

- A. Participating contractors performing work for City of Austin or Austin Energy programs and services may describe themselves as a "Participating Contractor". However, participating contractors shall not describe their firm in any context as "trade ally", "approved," "certified", "accredited", "affiliated with", "representing" or "recommended" by the City of Austin or Austin Energy, and shall not use any other descriptive term which might imply a special relationship with the City of Austin or Austin Energy, as well as implying that the City of Austin or Austin Energy warrants the abilities or work of the firm.
- B. Participating contractors shall not produce, or use without Austin Energy's permission, advertising or marketing materials that include any City of Austin or Austin Energy seals, logos, etc. Participating contractors may provide links to relevant Austin Energy web pages.
- C. Participating contractors shall not use, mention or make reference to the City of Austin, Austin Energy, or any Austin Energy program or service in their advertising or solicitation of business except where such use has been expressly permitted in advance in writing by Austin Energy (or as permitted in any contractual document between the participating contractor and City). Any such reference shall not cause confusion or

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misunderstanding as to the affiliation of the participating contractor with the City of Austin or Austin Energy or as to the source, sponsorship, or approval of the services advertised.

- D. Participating contractors shall not reference a City of Austin or Austin Energy program or service in any advertisement which makes claims or refers to a specific level of energy savings that customers may expect from energy efficiency products and services offered.
- E. For questions about marketing, advertising, solicitation of business, logos, seals, etc., participating contractors should contact the Austin Energy program or service in which they participate.

Austin Energy - Code of Conduct and Ethical Requirements

COMPANY AGREEMENT

I, the undersigned and duly authorized representative of the below-listed company, have read and understand the Code of Conduct and Ethical Requirements, as well as all Austin Energy rules and guidelines established for the program or service in which my company participates. I warrant that I have the legal authority to bind the company and all its employees and agents to this agreement, and I understand that this agreement must be signed and submitted to Austin Energy to participate in Austin Energy programs and services.

On behalf of the company, I agree to conduct business in a professional, courteous, and ethical manner at all times and follow the Code of Conduct and Ethical Requirements as well as all applicable Austin Energy guidelines and requirements, which may be periodically revised. I acknowledge and agree that any failure to comply may result in legal action or suspension or revocation of my ability to participate in Austin Energy's programs and services. I agree that Austin Energy may go beyond these rules and guidelines to suspend or to remove a company from future participation for actions that Austin Energy, in its sole discretion, deems harmful to its customers or to the success of its programs and services.

I understand that this document is not a contract. I acknowledge that participation in Austin Energy's programs and services is not an entitlement, and the company is not dependent upon participation in any Austin Energy program or service. I agree that the City of Austin, through Austin Energy, is acting in a proprietary capacity to do business with companies who can best advance Austin Energy's own competitive and business objectives and may choose to end participation with any company for any reason.

Company name

Printed name and title of person authorized to conduct business and to bind the company
(e.g. President, CEO, Vice-President, Director, etc.)

Signature

Date (MM/DD/YYYY)