

Contractor Code of Conduct Roseville Electric

As a contractor participant in rebate programs offered by Roseville Electric, I **agree to adhere** to the following **Contractor Code of Conduct**. I understand that if I do not abide by the requirements below, I may be excluded from participation in one or more of Roseville Electric's rebate programs.

- Contractors must **Comply with all laws** and regulations of their jurisdiction and of their industry.
- Contractors must perform all work according to the standards as identified by the equipment manufacturer and accepted **industry standards**.
- If working in **design, install, service and repair of heating, ventilation, air conditioning and refrigeration** systems, contractors agree to do so in accordance with accepted **industry standards**.
- Contractors must **minimize any negative impact** of the project on the environment and/or the surrounding property owners.
- Contractors must **cooperate with City of Roseville building officials** to ensure that all applicable building permits are approved.
- Contractors must maintain a **safe and clean work place** for their customers and their employees.
- Contractors must fully **disclose** all applicable **charges**, as well as the general **scope** and deliverables of services, prior to conducting work.
- Contractors must state in **simple language** and in clear terms all **essential details of contracts and transactions**.
- Contractors must **inform** their customer of any potential **conflict of interest** the contractor may have with regards to any aspect of a transaction with the customer.
- Contractors must **communicate fairly and accurately** with Roseville Electric customers with respect to the rebate program **requirements** and the **scope** and **quality** of their work agreements.
- Contractors must **deal fairly and honestly with Roseville Electric customers**: Fully answer all customer concerns before, during and after the work of their contract and act promptly on all customer complaints.
- Contractor shall maintain a satisfactory rating of **C or better with the BBB**.
- Contractor shall maintain a **positive online reputation** with no “red flags,” which include but are not limited to:
 1. Open complaints with BBB regarding the install and/or services provided
 2. Overall 2 stars or less on Yelp or other sites. The reviews must speak to the Contractor’s quality of work.
 3. Any indication of theft
 4. Any indication of preying on the elderly
- Contractors must **not engage in any conduct that is detrimental to the reputation of Roseville Electric and/or the City of Roseville**. The Contractor, their representatives, and agents **may not represent themselves as an agent, representative, or employee of RE or the City of Roseville**, or claim association or affiliation with RE or the City of Roseville in any capacity other than

as an independent contractor. Further, the Contractor shall **not make false claims** about performance or savings, nor engage in fraudulent or deceitful conduct in the sale or installation of measures. The **Contractor** and their **employees** and **representatives** are **solely responsible for representation, sales, installation, and warranty** service of products and systems under this agreement.

- Participating Contractors **may subcontract** certain parts of their work **as allowed by CSLB licensing requirements**. The **Participating Contractor maintains the primary responsibility** for the project and will be accountable for all subcontractor installed measures and services. Participating Contractors are **responsible** for ensuring that all projects meet **program requirements**. It is the Participating Contractor's responsibility to **inspect work** performed by subcontractors to ensure work meets program requirements, **collect required information** for rebate processing, and **provide** necessary **photographs**. Participating Contractors will be responsible for providing all necessary **project data and forms** required to properly submit the rebate application to the utility.

The Contractor shall **ensure** that all **subcontractors comply with the eligibility, terms, and conditions of this Agreement**; have a **current license** in the specialty for the work being done; and are limited to performing only work for which they are licensed. Contractor shall remain responsible for all work performed by his or her subcontractor.

- Contractors agree to **not use disruptive or deceptive marketing/advertising tactics**. Specifically, contractors will:

1. Not make automated phone calls to Roseville Electric customers, commonly known as "**Robo-Calls.**"
2. Not use the City of **Roseville logo without permission** from the Roseville Electric or the City Roseville Electric logo of Roseville.
3. Not **represent** themselves as an **approved partner** of Roseville Electric and/or the City of Roseville unless such a partnership has been documented in contract form and approved by Roseville's City Council.
4. Not **represent** themselves in any media form **as speaking on behalf of Roseville Electric and/or the City of Roseville.**

Notwithstanding any provisions of this section, if RE determines that Contractor advertisements or materials are misleading, in error, or fail to meet the requirements of this section, RE reserves the right to direct the Contractor to remove materials from circulation. Contractor expressly waives any and all claims for damage, including loss of anticipated profit, resulting from removal of marketing materials from circulation.

- **RE's name and logo** are valuable assets that symbolize the quality and consistency of RE's brand. They should **only be used** in a manner that preserves its value and integrity, and **as authorized by RE**. This section describes the logo/brand guidelines that must be followed at all times.

1. Failure to comply with the guidelines below may result in legal action and disqualification from program participation.
2. Notwithstanding any provisions of this section, if RE determines that Contractor advertisements or materials are misleading, in error, or fail to meet the requirements of this section, RE reserves the right to direct the Contractor to remove materials from circulation. Contractor expressly waives any and all claims

for damage, including loss of anticipated profit, resulting from removal of marketing materials from circulation.

3. RE review and approval process: ALL marketing materials (TV, radio, print, flyers, banners, collateral, etc.) that reference and/or mention RE, Roseville Electric Utility, or the City of Roseville, including materials containing the pre-approved logos and phrases listed below, must be reviewed and approved by RE's Marketing Department prior to release. RE requires a minimum of 5 working days to review and approve materials. Contractor materials that do not follow the guidelines outlined in this document will be rejected.
 4. If approval is denied, Contractor agrees to remove from circulation or otherwise discontinue the use of any copy or materials, as requested by RE.
- The following are required for all Contractor marketing materials.
 1. Disclaimer – All Contractor marketing materials that use the RE name or logo **must include the disclaimer: "Contractor is not an agent or affiliate of RE."**
 2. In the case of television marketing, advertising, or promotional spots that reference RE or a RE program, the disclaimer requirement may be satisfied by either (i) verbally announcing the disclaimer as part of the television spot or (ii) displaying the disclaimer in a format equal to or greater than four percent (4%) of the vertical picture height, for a period of not less than four (4) seconds, excluding fade in and fade out.
 3. In the case of radio marketing, advertising, or promotional spots that reference RE or a RE program, the disclaimer shall be verbally announced as part of the radio spot.
 4. In the case of telemarketing efforts that reference RE or a RE program, the disclaimer shall be included as part of the text read by the telemarketing representative when contacting or responding to RE customers.
 5. In the case of printed marketing, advertising, or promotional materials that reference RE or RE program, the disclaimer shall appear in the text of such material and shall be printed in bold type.
 6. Contractor may request in writing a waiver of the disclaimer requirement by submitting the proposed advertising or telemarketing text to RE for its prior approval. RE shall respond to the waiver request within five (5) business days of receipt. The decision to grant or deny the request for waiver shall be at RE's sole discretion and shall be final and binding.
 7. All marketing and advertising materials must include the Contractor's license number.
 8. Promotions and sweepstakes – All promotions and sweepstakes are at the sole discretion of the individual Contractor and/or organization RE will not endorse any individual Contractor or organization promotion and/or sweepstakes.
 9. Contractor must use the most up-to-date RE-generated Program marketing materials and logo.
 - Contractors must be **willing to receive marketing communications from Roseville Electric and Roseville Environmental Utilities.**
 - To the fullest extent allowed by law, Contractors shall **indemnify, defend, and hold harmless** the City of Roseville/RE, its officers, agents, employees, and volunteers against all claims, **loss, damage, expense, and liability** asserted or incurred by other parties, including, but not limited

to, the City of Roseville's/RE's employees and Contractor's employees arising out of or in any way connected with the performance of this work and caused by the acts, omissions, intent, or negligence, whether active or passive, of the Contractor, its agents, employees, and suppliers, and excepting only such loss, damage, or liability as may be caused by the intentional acts or at the sole negligence of the City of Roseville/RE. The Parties intend that this provision shall be broadly construed.

- Contractor agrees to follow **proper disposal and recycling** procedures with removed materials. **Resale** of removed equipment is **prohibited**.
- Contractor shall fully comply with all Federal, State, or local laws, statutes, regulations, and ordinances regarding the generation, **use, storage, handling, transportation, and disposal of Hazardous Materials**. Contractors shall ensure that their subcontractors fully comply with this section. Contractor shall **defend, indemnify, and hold harmless** the City of Roseville/RE, and its officers, agents, employees, and volunteers from and against all liabilities, damages, losses, or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, or judgments including without limitations, preventative and mitigation costs and attorneys' fees incurred in litigation or otherwise, by or against the City of Roseville/RE or its officers, agents, employees, and volunteers **with respect to any Hazardous Materials** generated, used, stored, handled, transported, or disposed of by Contractor or its employees, agents, subcontractors, or any third party arising from or in any way related to this Agreement; except to the extent that any such damages, losses, or expenses are the result of the sole negligence or willful misconduct of the City of Roseville/RE. Contractors shall **require that all of their subcontractors shall fully indemnify** the City of Roseville/RE from any claims, liability, or expense attributable to Hazardous Materials. The Parties intend that this provision shall be broadly construed. Hazard Materials shall include, without limitation, substances defined or classified as "hazardous substances," "hazardous materials," "hazardous waste," or toxic substances under any Federal, State, or local law, statute, regulation, and ordinance in effect or which shall come into effect during the term of this Agreement.
- Unless replacing all components of a system including the controls, contractors must **ensure equipment installed is compatible** with existing equipment controls and fits into existing equipment.
- The Contractor and employees shall **comply with** all applicable local, state, and federal **health, safety, and environmental rules and regulations**. The Contractor and employees shall perform the work only by such methods and in such manner that will **safeguard persons and property**.
- Contractors warrant that any **materials and equipment shall be free from original defects** in material, workmanship, design, and installation for a minimum period of one (1) year from the date of completion of the work and will remedy any such defect, at its sole expense and cost, during the warranty period. Contractors offering warranties beyond the required 1-year warranty period shall clearly indicate on their contract with the customer if this extended warranty is through the Contractor, factory, or third party. Contractors shall instruct the customer on system or product operation and maintenance and provide customer with owner's manuals and warranty documents.
- Contractor has an independent relationship with customers and is compensated for program construction/retrofit/installation work directly by customers. **RE shall not be responsible for any past due amounts of customers.**

1. **Rebates** are **paid** out on a **first come first served** basis until funds are depleted or the program is closed. Rebate **reservations** are **held** only for the **time limit** stated for each individual program.
 2. Rebates may be **assigned to the Contractor** with **written customer approval**.
 3. The City of Roseville reserves the **right to withhold** rebate payment to a contractor until a customer can **confirm** that their contractor **installed product is in working order** and that they have received all applicable warranty information.
 4. RE will process all uncontested program rebate applications as quickly as possible, but **does not guarantee a certain time** frame for processing.
- **Rebates** may be considered income or a subsidy for tax purposes and **may be taxable to the customer or the third party receiving the rebate check**. Customers are urged to consult their own tax advisors concerning the potential taxability of these rebates. Rebate(s) greater than \$600 will be reported to the Internal Revenue Service on IRS form 1099, unless the customer is exempt. The City of Roseville shall not be responsible for any tax obligations that may be imposed on a customer as a result of the receipt of an Energy Efficiency Rebate.
 - The Contractor agrees to use its best efforts to ensure that its suppliers, subcontractors, and laborers **do not file or serve or cause to be filed or served a preliminary 20-day notice or mechanics' lien on the property** of any RE customer for which improvement work, arising from or related to this Agreement, has been undertaken. Such efforts shall include, but shall not be limited to, the timely payment to suppliers, subcontractors, and laborers for all goods, services, or labor furnished in connection with any work of improvement, arising from or related to this Agreement.
 - Contractor commits to immediately **reporting to RE all customer conflicts** that are not resolved to customer's full satisfaction.
 - **RE has the right**, during the Contractor's normal business hours for the duration of this Agreement and for a period of three (3) years thereafter, **to conduct the following audits** either on RE property or at the Contractor's offices, as RE may deem necessary:
 1. Audit of the Contractor's performance of services under this Agreement.
 2. Audit of books and accounts maintained to accumulate record and segregate personnel and other recoverable costs billed under this Agreement.
 - a. Contractors will not be required to relocate records from their normal location.
 - b. Such audit shall be performed either by RE personnel or by an independent third-party whom RE may employ for the purpose of making such audits.
 - c. RE and the Contractor shall establish procedures for performing such audits and shall preserve the confidential and proprietary status of audited documents and information.
 - d. The Contractor shall maintain, preserve, and make available for inspection, audit, and reproduction, the books, records, agreements, and other documents used in determining any cost incurred and billed to RE during the performance of this Agreement. In addition, the Contractor shall include similar audit right provisions in subcontracts reimbursed under the terms and conditions of this Agreement.
 - Contractor agrees to **abide by principles of fair trade** and conduct as specified by applicable State and Federal laws. Contractor specifically agrees not to participate in any price fixing with any other firm or organization taking part in any of its rebate programs.
 - Contractor expressly warrants that it will **conduct its business activities without perpetrating any fraud or dishonesty** on consumers it serves through the Program. Contractor agrees that it

will take all reasonable efforts to avoid doing any harm to RE, its subcontractors, sponsors, its brand, or goodwill.

- Contractor is an independent contractor participating in rebate programs offered by RE. This agreement shall not be construed to create any association, partnership, or joint venture between Contractor and RE for any purpose. **Contractor has no authority** (and shall not hold itself out as having authority) **to bind RE**. Contractor shall not make any agreements or representations on RE's behalf.