DEVINE CONSTRUCTION NETWORK

A subsidiary of YHWH Power Construction LLC

VENDOR TERMS OF SERVICE
SAFETY COMPLIANCE &
RULES OF CONDUCT

Public Facilities | Approved Contractors | Service Vendors

Effective date: Upon adoption by authorized management Version: 1.0

Our commitment: safe facilities, reliable workmanship, accountable partnerships, and respectful service to the public.

1. Purpose, Scope & Partnership Principles

Devine Construction Network ("DCN"), a subsidiary of YHWH Power Construction LLC, welcomes qualified construction firms, subcontractors, suppliers, consultants, and service vendors (collectively, "Vendors") to support approved work at public-facing facilities. This policy establishes minimum conditions for vendor approval, access, safety, conduct, documentation, and oversight. It applies to Vendor personnel and approved lower-tier subcontractors while performing DCN-authorized work.

This document is a baseline policy and, when incorporated into a signed vendor agreement or work order, forms part of the parties' contractual obligations. Facility-specific rules, applicable laws, permits, public-owner requirements, and signed project terms also apply. The more protective lawful safety or security requirement controls in the event of conflict. DCN approval does not guarantee assignments or create an employment relationship.

2. Vendor Qualification & Authorization

- Maintain all legally required business registrations, trade licenses, permits, certifications, and qualifications for the assigned scope and jurisdiction.
- Provide accurate business ownership, tax, primary contact, emergency contact, workforce and subcontractor information reasonably required for onboarding.
- Accept work only through an authorized written purchase order, work order, or agreement; do not expand scope, alter price, or substitute materials without written approval.
- Do not transfer assignments or engage lower-tier subcontractors without prior written authorization; remain responsible for approved subcontractors' compliance.
- Disclose actual conflicts of interest, material safety violations, or restrictions that could affect eligibility, consistent with law and procurement rules.

3. OSHA, Workplace Safety & Training

Each Vendor is responsible for its own employees, means and methods, supervision, and compliance with applicable OSHA requirements, including 29 CFR Part 1926 for construction and Part 1910 where applicable, state-plan rules, and site-specific requirements. DCN oversight does not replace the Vendor's independent safety obligations.

- Maintain an appropriate written safety program, hazard assessment/job hazard analysis, competent-person oversight where required, and regular inspections of work areas and equipment.
- Provide task-specific instruction and required training; ensure only qualified and authorized workers operate machinery, perform electrical work, enter confined spaces, or undertake other regulated tasks.
- Supply and enforce properly fitting PPE appropriate to the hazards: hard hats, eye/face protection, gloves, safety footwear, high-visibility wear, hearing protection, fall protection, and respiratory protection as applicable.
- Apply required controls for fall hazards, ladders/scaffolds, excavation, electrical energy and lockout/tagout, hot work, silica, lead, asbestos, hazardous chemicals, and exposure prevention when relevant to the scope.
- Maintain safety data sheets, hazard communication, housekeeping, safe access/egress, fire protection, barricades, and accessible emergency routes.
- Empower workers to stop unsafe work and report hazards without retaliation. Correct unsafe conditions before resuming affected operations.

4. Public Protection & Facility Access

- Follow approved schedules, visitor registration, badge and identification rules, escort requirements, restricted-area boundaries, and designated delivery/parking routes.
- Separate work zones from the public with barriers, signs, dust/noise controls, safe material storage, and accessible routes as required; protect children and vulnerable occupants.
- Do not block exits, fire lanes, alarms, sprinklers, accessible entrances, or essential services without approved safeguards and advance coordination.
- No photography, recording, posting, or disclosure of nonpublic facility information, security features, occupants, or minors without written permission.
- Immediately notify the designated facility contact of unauthorized access, threats, lost badges/keys, property damage, or suspected security incidents.

5. Professional Rules of Conduct

- Treat facility employees, visitors, residents, students, patients, and other contractors with courtesy, dignity, and professionalism.
- No harassment, discrimination, intimidation, retaliation, threats, violence, theft, bribery, kickbacks, or deliberate falsification of records.
- No impairment by alcohol or drugs on duty; no unauthorized weapons; comply with lawful site smoking/vaping and substance-use restrictions.
- Wear clean, appropriate work attire and visible identification when required. Keep language and behavior suitable for public environments.
- Do not solicit facility occupants, accept improper gifts, access unrelated records, or represent yourself as facility staff or a government official.

6. Insurance & Risk Allocation

Before mobilization and throughout the assignment, Vendors must maintain coverage with insurers authorized to write the applicable coverage, subject to contractual and legal requirements. The following are proposed baseline limits, not universal statutory minimums; DCN or the facility owner may reasonably adjust them in writing for scope, risk, or procurement requirements:

Coverage	Proposed minimum
Commercial General Liability	$1,000,000 per occurrence / $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit when vehicles are used
Workers' Compensation	Statutory limits as required by applicable law
Employers' Liability	$500,000 each accident / disease policy / disease employee
Professional / Pollution / Cyber	As applicable to design, environmental, or data-risk scopes; set in work order

Provide certificates of insurance (COIs) before access and upon renewal. Additional insured status, primary/noncontributory wording, waivers of subrogation, and notice provisions apply only where required by signed agreement and available under the policy. A COI alone does not amend insurance coverage. Vendor must

promptly notify DCN of cancellation, lapse, material reduction, or claims affecting required coverage.

7. Verification, Monitoring & Insurance Audits

DCN may conduct reasonable prequalification reviews, scheduled annual reviews, and risk-based or randomly selected compliance audits during active engagements. Audits may include direct insurer/broker verification with appropriate authorization; licenses; payroll or worker classification documentation where legally permissible; training records; safety plans; permits; incident logs; approved subcontractor records; and site inspections. DCN will limit requests to relevant information, use secure handling, and provide reasonable notice unless urgency or suspected misconduct warrants prompt review.

Missing or deficient records may result in a reasonable cure period, restricted access, or temporary work suspension. Serious imminent hazards, fraud, or uninsured operations may justify immediate suspension pending review. Audits do not shift legal responsibility for compliance from Vendor to DCN.

8. Background Screening, FBI Checks & Privacy

To protect public facilities, DCN or the facility owner may require identity verification and lawful screening before access, upon reassignment to sensitive duties, periodically, or through neutral random selection. Screening levels will be proportionate to the facility, access privileges, duties, and applicable owner requirements; selection will not be discriminatory or retaliatory.

FBI/fingerprint-based criminal history checks are not universally available to private companies. They may be required only when authorized by applicable law or through an authorized governmental or state-designated channel. Otherwise, a lawful alternative screening process may be used. DCN will not imply it has direct FBI database access.

Where the Fair Credit Reporting Act applies to a third-party consumer report, the responsible requesting party must provide required stand-alone disclosure, obtain written authorization, and follow pre-adverse/adverse-action procedures. Screening decisions will follow applicable federal, state, and local law, including individualized assessment where required, consideration of job-relatedness, accuracy, rehabilitation and time elapsed, and a process to dispute errors. Arrest information alone will not automatically disqualify an individual. Sensitive results will be restricted to authorized personnel, retained only as legally necessary, and securely disposed of.

Vendors must obtain and maintain any legally required worker notices and authorizations for screening they conduct. Refusal or inability to complete a legally required check may affect eligibility for a specific access-controlled assignment, but will not automatically bar all future work.

9. Incident Reporting, Emergency Response & Cooperation

- For emergencies, contact 911 or site emergency services first, then notify facility management and DCN promptly once safe.
- Report injuries, near misses, fires, spills, property damage, security breaches, and public complaints promptly; provide an initial written account within 24 hours where practicable, without delaying mandatory regulatory reporting.
- Preserve relevant records and cooperate with reasonable incident investigation and corrective action; do not obstruct regulators or retaliate against reporting personnel.

10. Work Quality, Documentation & Environmental Care

- Perform work competently to approved drawings, specifications, manufacturer instructions, codes, permits, and applicable accessibility requirements.
- Maintain daily reports when requested, inspection records, change orders, delivery receipts, test results, and closeout documents; submit truthful invoices supported by authorized work.
- Protect existing assets and utilities, use appropriate dust/noise/waste controls, manage hazardous materials lawfully, and leave work areas clean and safe.
- Promptly correct verified deficiencies attributable to Vendor as required by the signed agreement; promptly disclose delays or changed conditions.

11. Fair Enforcement, Corrective Action & Appeals

DCN intends to resolve ordinary issues constructively. Depending on severity, frequency, and risk, responses may include coaching, written notice, a corrective action plan with a reasonable deadline, re-training, enhanced supervision, temporary suspension, or removal from the approved vendor network. A material breach, credible immediate threat, fraud, violence, or serious safety violation may warrant immediate site removal or termination consistent with governing contracts and law.

Except where urgent safety or security concerns prevent it, the Vendor may submit a written explanation and supporting evidence within five business days after receiving a formal non-emergency compliance notice. DCN will review reasonably and communicate a decision. Nothing in this section limits protected worker rights or mandatory reporting.

12. Contract Administration & General Terms

Vendor remains an independent contractor and is responsible for its personnel, taxes, wages, benefits, supervision, and lawful subcontracting. Payment amounts, invoicing, retainage, warranty, indemnity, dispute resolution, governing law, termination rights, and project-specific insurance endorsements must be set in a separate executed contract or work order. No clause here waives nonwaivable statutory rights or supersedes public procurement rules. DCN may revise this policy prospectively with written notice; material contractual changes require agreement where legally required.

Confidential information must be used solely to perform authorized services and protected with reasonable safeguards. Vendor shall notify DCN promptly of a suspected compromise involving facility or project information. Vendor may not use DCN or facility names/logos for marketing without written approval.

13. Vendor Acknowledgment & Acceptance

By signing, the undersigned authorized representative confirms receipt and understanding of this policy, agrees to communicate applicable requirements to assigned personnel and approved subcontractors, and commits to safe, respectful, lawful performance. Signature does not by itself award work or authorize entry into any facility.

Vendor legal business name: _____

Authorized representative / title: _____

Signature: _____ Date: _____

DCN authorized representative: _____ Date: _____

Reference Authorities & Implementation Note

OSHA: 29 CFR Part 1926, including §§ 1926.20 and 1926.21 (osha.gov/laws-regs/regulations/standardnumber/1926). FTC/EEOC: Background Checks: What Employers Need to Know (ftc.gov/business-guidance/resources/background-checks-what-employers-need-know). FBI: Identity History Summary Checks (fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks).

Administrative note: This is a professional policy template for management adoption, not a substitute for jurisdiction-specific legal review. Before issuance, confirm the public facility types, state(s), procurement requirements, insurance limits, screening authority, and signatory information.