

STANDARDS OF CONDUCT · EFFECTIVE AUGUST 1, 2026

# Supplier & Subcontractor Code of Conduct



FayzAmerica win work by finishing it safely, on schedule, and with clean paperwork — and most of that work is performed by the firms we hire. This Code states the standards we require of every subcontractor, supplier, vendor, broker, equipment lessor, staffing agency, and consultant working on or for a FayzAmerica project (each a “Supplier”).

These standards are not aspirations. They are conditions of doing business with us, they apply on every project — private, state, local, and federal — and they flow down to your own lower-tier suppliers. Where a contract, purchase order, or applicable law imposes a stricter requirement, the stricter requirement governs; where a conflict exists, law controls first, then the contract, then this Code.

## 01 Compliance With Law, Licensing & Registration

Hold and maintain every license, classification, registration, and permit your scope requires — including an active CSLB license in the correct classification, DIR public-works registration where applicable, current SAM.gov registration on federal work, and city or agency business licenses. Tell us immediately if any of these lapse, are suspended, or come under investigation, and confirm that neither your firm nor its principals are suspended, debarred, or otherwise excluded from public contracting.

## 02 Jobsite and Work-Zone Safety

Safety is the standard we will not trade against cost or schedule. Maintain a written Injury and Illness Prevention Program and comply with Cal/OSHA and all applicable federal, state, and local safety requirements. Temporary traffic control must be set and maintained per the California MUTCD, the approved traffic control plan, and the agency permit; flaggers must be trained and certified, and devices must be crashworthy, clean, legible, and correctly placed for the posted speed. Every worker wears the required PPE and high-visibility apparel. Hold a documented tailboard before each shift, report every injury, near miss, public complaint, and utility strike to FayzAmerica the same day, and stop work — without waiting for permission — when a condition is unsafe.

### 03 **Wages, Hours & Certified Payroll**

Pay every worker at least the applicable prevailing or Davis-Bacon wage for the classification of work actually performed, including fringe benefits and overtime, and pay on time. Submit accurate certified payroll records on the schedule we set — to the DIR, to LCPtracker or the agency system in use, and to us — and honor apprenticeship, skilled-and-trained-workforce, and local-hire commitments on projects that carry them. Falsified payroll, misclassified workers, unlawful deductions, and cash payments in lieu of payroll are grounds for immediate removal from the project.

### 04 **Labor and Human Rights**

No child labor and no forced labor of any kind — no coerced work, indentured or bonded labor, or work extracted under threat or penalty — anywhere in your operations or supply chain. Comply with anti-trafficking law, including FAR 52.222-50 on federal work: do not confiscate or withhold identity documents, charge recruitment fees, use deceptive recruiting, provide substandard housing, or fail to supply contracts in a worker's own language or return transport where owed. Employment must be voluntary, workers must be free to leave, and any suspected violation touching FayzAmerica work must be reported to us and to the contracting officer.

### 05 **Respectful Workplace & Non-Discrimination**

Make employment decisions on merit and keep your workplace free of discrimination, harassment, intimidation, and retaliation. Physical or verbal abuse, threats, slurs, and sexual harassment have no place on our jobsites. Maintain a workplace free of the unlawful use, possession, or sale of drugs and alcohol, and comply with any project-specific substance-testing requirement.

### 06 **Work Authorization**

Verify and document that every worker you assign to our projects is authorized to work in the United States, complete Form I-9 for each, and use E-Verify where a federal contract, state law, or the project owner requires it. Keep verification records available for audit and do not subcontract around this obligation.

### 07 **Anti-Corruption, Gifts & Public Officials**

We have no tolerance for bribery or kickbacks. Never offer, promise, authorize, or accept anything of value to obtain work, influence an inspection, speed a permit, or gain any improper advantage — directly or through an agent — and comply with the Foreign Corrupt Practices Act, the Anti-Kickback Act, and applicable state and local ethics rules. Public officials, inspectors, and agency staff are a bright line: no gifts, meals, entertainment, travel, favors, or gratuities, of any amount, without our prior written clearance. Business courtesies between our firms must be modest, lawful, infrequent, transparent, and never offered around an active bid or award decision.

## 08 **Fair Bidding & Conflicts of Interest**

Bid independently. Bid rigging, price fixing, complementary bids, market or customer allocation, and the exchange of pricing or bid information with competitors are prohibited. Disclose in writing, before award, any relationship that could create an actual or apparent conflict – family or financial ties to a FayzAmerica employee or an owner's representative, shared ownership with another bidder on the same package, or any other interest that could compromise your judgment or ours.

## 09 **Federal and Public Contract Flow-Downs**

On federally funded or federally contracted work, the FAR, DFARS, and agency clauses that reach us reach you, as incorporated by your subcontract or purchase order. Meet applicable domestic-preference requirements – Buy American, Build America Buy America, and the Trade Agreements Act – and furnish the certifications, country-of-origin documentation, and mill or material certificates we request. Do not supply covered telecommunications or video surveillance equipment or services prohibited by FAR 52.204-25, whether standalone or embedded in another product, and notify us at once if you discover that you have. Where DFARS 252.204-7012 and CMMC obligations apply, meet them and be able to show it.

## 10 **Materials, Equipment & Quality**

Furnish materials and equipment that meet the specification, submittal, and buy-clean requirements of the contract, with legible submittals and test reports. Counterfeit, gray-market, salvaged-as-new, and misrepresented parts are prohibited; maintain controls to detect and avoid them, buy from authorized sources, and notify us immediately if suspect product may have reached a project. Rented and owned equipment must be maintained, inspected, and certified as required, with operators licensed and qualified; commercial vehicles and drivers must comply with DOT and FMCSA rules, including hours of service, CDL, and load securement. Repair or replace defective work promptly at your cost.

## 11 **Information Security & Confidentiality**

Treat drawings, estimates, pricing, schedules, owner data, and personal information as confidential; use them only for the project they were provided for, and do not publish jobsite photographs, project names, or client identities without our written consent. Protect data with reasonable administrative and technical safeguards – access control, patching, multifactor authentication on remote access, encrypted portable media – comply with applicable privacy law, and notify us within twenty-four hours of any breach, ransomware event, or suspected compromise affecting FayzAmerica or owner information.

## 12 Environment, Waste & Neighbors

Comply with applicable environmental law and the project's SWPPP, dust control, and noise and haul-route conditions. Control runoff and track-out, cover loads, manage concrete washout, and dispose of waste, hazardous material, and e-waste only through licensed haulers and facilities, with manifests retained. Report spills and unexpected contaminated soil or suspected asbestos or lead immediately, and stop work in the affected area. Minimize waste, recycle where the project requires diversion reporting, and leave the site and adjacent public right-of-way clean at the end of every shift.

## 13 Insurance, Bonding & Indemnity

Carry and keep current the coverages your subcontract requires – commercial general liability, automobile, workers' compensation and employer's liability, and any excess, pollution, or professional coverage called for – with the endorsements, additional-insured status, waivers of subrogation, and limits specified. Furnish certificates before mobilizing and upon each renewal, provide payment and performance bonds when required, and never allow a lapse while work is ongoing. A lapse is cause to suspend your work.

## 14 Responsible Use of Artificial Intelligence

If you use AI tools on work for us – takeoffs, estimating, scheduling, drafting, inspection imagery, or correspondence – a qualified person remains accountable for the output, and licensed professional work must be reviewed and stamped by the licensed professional. Do not enter confidential project, owner, or personal information into public AI services, do not submit AI-generated content as a certification, test result, or as-built record, and disclose AI use where a contract or agency requires it.

## 15 Flow-Down, Records & Audit

Flow these standards down to your own subcontractors, suppliers, and staffing agencies, and hold them to the same terms. Keep complete, accurate, unaltered records – payroll, daily reports, inspections, training and certifications, invoices, material certifications, and disposal manifests – for the period the contract and applicable regulation require, and never backdate or alter a record to misrepresent what happened. On reasonable notice, give FayzAmerica, the project owner, and government auditors access to records, personnel, and facilities relevant to our work.

## 16 Raising Concerns & Consequences

Anyone – your employees included – may raise a concern about safety, wages, ethics, or compliance without fear of retaliation, and retaliation against a person who reports in good faith is itself a violation of this Code. Violations may lead to corrective action plans, withheld payment, removal of personnel, suspension or termination of your contract for cause, removal from our bid list, and referral to the owner or the appropriate authority.

Call and email FayzAmerica's compliance contact. If the concern involves an immediate hazard, stop work and call the project superintendent first.

# Acknowledgment & Agreement

RETURN SIGNED TO FAYZAMERICA

By signing below, the undersigned certifies that they are authorized to bind the Supplier; that they have read and understood the FayzAmerica LLC Supplier & Subcontractor Code of Conduct; that the Supplier will comply with it on all work performed for or on behalf of FayzAmerica and will flow its requirements down to its own subcontractors and suppliers; that the Supplier and its principals are not suspended, debarred, or excluded from public contracting; and that the Supplier will notify FayzAmerica promptly of any violation or of any change that affects the certifications above.

COMPANY (LEGAL NAME)

CSLB LICENSE NO. / CLASSIFICATION

DIR REGISTRATION NO. / UEI

PROJECT / PURCHASE ORDER

PRINTED NAME

TITLE

SIGNATURE

DATE

ATTACH WITH THIS PAGE

- Current certificates of insurance with required endorsements
- W-9 and, if bonded work, bonding capacity letter
- Safety program summary and current EMR
- Certifications relevant to your scope (flagger, competent person, DOT)

FAYZAMERICA USE ONLY

Received by / date · file with prequalification packet