

#### To Subcontractor:

Welcome to Project One. We are excited you have chosen to work with us in serving our clients.

We have included a Subcontractor package that will need to be filled out in its entirety and returned to us so we can complete your onboarding process in our system. This will insure expediency in receiving orders and will insure payments to invoices sent in a timely manner.

Subcontractor package includes:

## **Subcontractor Information**

- Payment Terms
- Order Completion
- Order Closing process for Starbucks
- Order Closing Process for Panda Express and Noodles (Service Channel)
- Contact Support Numbers

## Subcontractor Forms (Please complete and Return)

- W-9
- ACH Electronic Deposit Form
- Certificate of Liability Insurance Form (See Example)
- Workman's Compensation Form (See Example)
- Workman's Compensation Self Performer Statement
- Non-Disclosure Agreement
- Signed Work Order Payment Terms
- Questionnaire/City Sheet

If you have any questions regarding forms, pricing, process and support, please do not hesitate to contact anyone on our team.

Warm Regards,

Keith Horton
Vice President
info@myproject1.com



# **Company Overview**

Project One is a homegrown business that has been formed by varied industry professionals. We come from humble beginnings through hard work, innovation, and a commitment to operational excellence, Project One is building a trusted service provider for big box retailers, restaurants, and many concepts across the country. Our top priority is our customer service and quality of work. "Your Brand is our Business". Project One is a full-service facility maintenance, operations and services company. Project One undertakes renovation, construction and maintenance projects.

What makes us unique in the industry?

Single-source responsibility for: • On-Demand Repairs • Scheduled Maintenance • Construction and Fixture Installation • Emergency Service 24/7/365 • Consolidated Billing • Customized, Comprehensive Reporting On-Site and Behind the Scenes, Small or Large Tasks, and even Odd Jobs

Some of our company's greatest strengths!

Our services include, but are not limited to: • Plumbing • Parking Lot Maintenance • Electrical • Remodels, Upgrades, Conversions • Painting • Store Rollouts and Closings • Flooring • Fixture and Cabinetry Installation • Doors and Locks • Complete Project Management • Handyman Projects

Our Company's experience!

Project One draws on years of professional industry experience from our Executive Team. Our team consists of Regional Facility Managers, Project Managers, Construction Managers, and Certified CPA's.

Why should a client choose your company?

Selecting Project One begins an open and honest business relationship that should be mutually beneficial. Our belief is that open communication around project scope and timing is critical to yours and our success. We will not take on more business than our capacity which is often where many service providers fail. When providers over promise, "quality" tends to suffer and while we "Protect your Brand" we also protect our service standards.



# **Industry associations and certifications**

Restaurant Facility Management Association

## **Provided Trades**

- BLINDS & WINDOW COVERINGS
- CONSTRUCTION
- DOORS
- DRYWALL
- ELECTRICAL
- FLOORING
- FURNITURE & FIXTURES
- GENERAL REPAIRS
- GLASS & MIRRORS
- LIGHTING
- MATS
- PAINT & WALLCOVERING
- PAVING
- PLUMBING
- PLUMBING PARTS
- RESTORATION
- ROOFING
- SEATING
- SITE INSPECTIONS
- STOREFRONT
- TILES
- WATER HEATERS

http://fixxbook.servicechannel.com/Public/PublicProfile?eid=126595

"Your Brand is Our Business"



### Dear Fellow Subcontractor,

Thank you very much for being a part of our national team of Subcontractors. My goal is to provide for you the information you need to be successful with every aspect of performing work for Project One.

Below is an outline of the process that will take you from the very beginning, when you receive that email notice of a Work Order Ticket, to the end, when you finally invoice to receive payment for the work completed.

It is very important, that all Subcontractors understand, that the fundamentals described below must be met in order to maintain an approved status with Project One and to continue to receive Work Order Tickets.

If you have questions about the process please call the Client Account Manager on your Job Card.

- 1. **Dispatching of a Work Order Ticket** You will receive a notice for a New Work Order via email or on your SimPro app. If you are not using the app and wish to learn about that process, please reach out.
- 2. **Responding to the Email** You must respond to the email notice for a new work order ticket as quickly as possible so we know that you have received it. You must respond with either "Accept" or "Reject" and a short note of explanation.
  - Example "Accept -- Will be there tomorrow at 8:00 AM" or "Reject Not able to complete by due date"
- 3. **Managing the Work Order Ticket** This is very important. Once a ticket is accepted, It is the Subcontractor's responsibility to own the process all the way to completion and close out.
  - a. We expect our Subcontractors to call the store when accepting a Work Order Ticket, to let them know when you will be on site to complete the work.



- b. Materials procurement It is your responsibility to determine who is going to be providing material for the work you need to complete. The general rule is to procure the materials and complete the ticket as quickly as possible. If you need a specialty item, then you need to communicate with your Client Account Manager and follow up on it daily until materials arrive. If you are not sure, "ask".
- c. Subcontractors are expected to comply with OSHA standard safety procedures.
- 4. **Communication while performing the work** It is the Subcontractor's responsibility to continuously communicate with Project One on the status of the work.
- 5. **Understanding the NTE \$300** It is imperative that subcontractors understand any work up to \$300 can be performed and invoiced with no approval. Any work that will exceed \$300 needs to be approved. If possible, we suggest that the workers on site call, while on site, to obtain approval assuming they have the materials with them to complete the work. Work in Excess of \$1000 will need to be submitted in writing for approval, preferably in a formal manner, on letterhead, with estimated labor and materials separated.
- 6. **Completing the work** All work must be completed before the due date. Understand that you and Project One are graded on two specific metrics.
  - 1. Completing the job on time
  - 2. Invoicing the job within 5 days
- 7. **Closing the Work Order Ticket** Subcontractors are required to close out a Work Order Ticker that is complete by calling in to the automated phone system.
  - a. Starbucks Tickets can be closed out <u>from your own phone</u>, once the work is complete.
  - b. Panda Express Tickets The Subcontractor is required to <u>use the store phone</u>, to call the automated phone system, to check in before you start and to check out when you are leaving.
  - c. Einstein's Bagel Tickets The Subcontractor is required to <u>use the store phone</u>, to call the automated phone system to check in before you start and to check out when you are leaving.



d. Einstein's Bagel Tickets – The Subcontractor is required to <u>use the store phone</u>, to call the automated phone system to check in before you start and to check out when you are leaving.

NOTE: IF you can't use the phone system at Panda or Einstein's, for whatever reason, you MUST notify Project One Dispatch, immediately, once the work is complete.

- 8. **Invoicing for work completed** Completed work should be invoiced within 5 days of completing the work unless other arrangements are discussed and approved. Invoices received after 5 days are considered late.
- 9. **Getting paid** We love to pay our Subcontractors. Project One prefers to pay you electronically via ACH transaction. You will be paid in 30 days based on the day that we receive your invoice in invoices@myproject1.com. If your invoice is not correct, we will count the 30 days based on the day we receive your corrected invoice in invoices@myproject1.com.
- 10. Have fun at what you are doing and be safe at all times.



# **Project One Contact Information**

We have a smooth and seamless processing system set up to benefit all our Team Members--both employees and subcontractors.

The Team here at Project One is working hard to benefit each Team member by not overloading them with responsibilities that belong to another Team Member.

The following information lists the "correct" contact sources for all your various needs:

- All legal paperwork, questions related to legal paperwork, and general questions or requests must be directed to info@myproject1.com.
- All invoices, questions regarding invoices, and questions regarding payment must be sent to <a href="mailto:invoices@myproject1.com">invoices@myproject1.com</a>.
- All other Job-related questions from Subcontractors must be directed to the Account Rep on the Job.

Vice President of Construction	Dan Simpson	623-262-2239	dans@myproject1.com
Construction Manager	Andreas Pluntke	623-262-2239	andreasp@myproject1.com
Client Account Associate	Krystn Brayton	864-448-9000	krystynb@myproject1.com
Client Account Associate	Kyle Frey	248-321-0887	kylef@myproject1.com
Client Account Associate	Kevin Uffleman	602-904-0242	kevinu@myproject1.com
Client Account Associate	Justin Yoder	602-904-0242	justiny@myproject1.com



# **Work Order Payment Terms**

Thank you for working with Project One. Our Work Order Payment Terms are as follows:

- Project One Payment Terms are 30 days from the date our office receives your invoice.
- Invoices must be emailed to <a href="mailto:invoices">invoices</a>@myproject1.com for facilities & construction services work.
- All invoices for work performed for Project One will <u>must be submitted within 5 days of</u> <u>completion of all work</u> to ensure timely and expeditious payment.
- In order to receive payments to your company for work performed, Project One requires, at all times, a current Certificate of Liability Insurance form on file (See Example), a W-9 on file, and proof of Workman's Compensation on file.

\*If legal paperwork (COI, Workman's Compensation or WC Self Performer Statement, & W9) is not received within 180 days from the date of your submitted invoice, Project One will consider your submitted invoice null and void.

- All invoices must have the following information before submitting for payment:
  - 4-digit Job Number that is shown on the Job Card
  - The site address and store # where the services were performed
  - Your own Subcontractor Invoice Number
  - Date the services were complete
  - Description of the work performed
  - Copy of any paper sign off by the customer
  - Invoices must provide a breakdown showing total materials and total labor hours
  - Before and After photos
  - Bill To: Project One LLC, 582 E Boise Ave #1004, Boise, ID 83706

"NOTE: All incorrect involces will no longer be back at	itea to the date of receipt per Net 30 pay payment.
Invoices must be correct to initiate the Net 30 pay per	<mark>iod.</mark>
* All payment requests and questions regarding invoic	ces should be directed to <a href="mailto:invoices@myproject1.com">invoices@myproject1.com</a>
Subcontractor:	(Signature)
	(Tuned or Printed Name)

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Title: \_\_\_\_\_ Date: \_\_\_\_\_



# **Subcontractor Profile Information Questionnaire**

Please complete the questions below to help us better understand what services your company perform. This will ensure we send you Work Order Tickets that are relevant to the territory and the services you provide.

Business/Subcontractor Name	
Business Address	
Business Phone	
What hours will someone answer this Phone #?	
Business Email Address (Where we will send Work Order Tickets)	
Name of Person who will monitor this email address	
Phone # for the Person who will be managing this address & managi	ng Work Order Tickets
Name of Person who will monitor this Phone #	
Dispatch Email Address if different	
Dispatch Phone if different	
What hours will someone answer this Phone #?	



Do you provide 24 Hour response service?
What is your preferred phone number for 24 Hour response?
Do you provide service after 5 PM? Phone # used
Do you provide service Saturday, Sunday or both Saturday & Sunday
What is your preferred Phone # for Saturday/Sunday?
Is the work you perform self-performed, by employees, or do you sub out to other qualified
vendors?



# Please check the following services you provide:

- o Handyman
- Install Cabinetry
- Dropped Ceiling Installation or Repair
- Flooring Carpet
- o Flooring Hardwood
- Flooring Sheet Vinyl
- Flooring Tile
- o Acoustic Ceiling
- o Door Closer Replacement or Repair
- Commercial Entry Door Repair
- Commercial Glass Replacement
- Counter-Top Installation
- Drywall Repair
- Painting
- Roofing
- Plumbing/Plumbing Fixture Repair
- o Drain Clog Service
- Grease Trap
- Electrical Service
- o Electrical Electrician
- Heating & Air
- Refrigeration

- o Restaurant Equipment
- FRP Installation
- Stainless Steel Wall Panel
- Replacement Welding Services
- Metal Fabrication
- Upholstery
- o Awning
- Locksmith
- Cleaning & Restoration
- Pressure Washing
- o Water Treatment
- Environmental Health/Safety
- Movers
- Excavators
- Masonry
- Concrete
- o Paving
- Parking Lot Repair & Striping
- Landscaping
- o Fencing
- Sign



How would you describe the services your company provides? Please be specific.		
Please List other skills here:		



What is your territory?		
	<del></del>	
What is your default territory?		
	<del></del>	
Emergency Contact:		
Name		
Relationship		
Work Phone		
Cell Phone		
Alt Phone		
Address		



## RATE CARD

Dear Fellow Subcontractor,

Project One has drafted this rate card in an effort to better understand how you charge and how you invoice. We are asking all our subcontractors to fill it out completely.

We do realize that some of you may have completed a Subcontractor questionnaire recently, which may have included your rates. Please complete the rates that best apply to your business.

nave meradea your rate	s. Fredse complete the rates that sest	apply to your business.
Subcontractor Name		
General Labor Rat	es	
Regular Rate	After Hours Rate	Weekend Rate
Regular Rate is work	ck performed during normal business l	hours, generally between 7:00 am–5:00 pm
After Hours rates a	pply to work performed after 5:00 pm	r
• Weekend Rate is w	ork required to be performed on a Sat	turday or a Sunday (if applicable)
Can you respond to a W	ork Order Ticket sent to you after 5:00	0 PM?
Can you respond to a W	ork Order Ticket dispatched on a Satu	ırday or Sunday?
Do you charge a trip ch	arge within your general territory?	
What is the trip charge	if you travel outside of your territory?	
Invoicing		
We are asking that all c	ontractors submit an invoice within 5	Days of completing any work.
Are you able to invoice ;	for work completed within the 5-Day t	time frame?
If not, how quickly can y	ou invoice for completed work?	

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## Work Order Process

Project One Work Orders will be emailed to your business email on file. The Work Order will contain the following:

- Store #
- Store Address
- Store Phone #
- Person that reported the work or problem
- Work to be done
- Location or area of work

Please respond with an accept or a reject after you review the Project One Work Order. When you choose to accept this Work Order, please respond to the email with an accept and put a date that you plan on attending the site for repair.

The Subcontractor or Tech will need to contact the store after acceptance to confirm work needed and attempt a phone fix, if applicable. If possible, have them send pictures if work order is not clear, as this helps confirm you will have necessary tools and materials to repair. Finally, let the store know your anticipated time of arrival to repair.

When you receive the Project One email, determine if the work can be done during business hours. The typical items that will need to be completed after the store closes are things such as:

- Tile
- Silicone
- Repairing counter tops

When you arrive at the client's store after hours, you will have a master key and an alarm code issued for that specific client and area. Instructions for entering the premises will be client specific and will be emailed to you based on area.



Pull up the Work Order that was emailed to you and perform the work that is labeled under Request Summary. The following Priority guideline needs to be adhered to:

- a. P1 4-Hour Response time to store manager, 24-Hour Resolution
- b. P2 24-Hour Response time to store manager, 48-Hour Resolution
- c. P3 5-Day Resolution

Date of visit When the work is partially complete or complete prior to leaving the clients store, please respond to the email with the following:

- Time on site
- Subcontractor or Tech Name
- Work Performed partial or complete
- If partial, note below what was performed and the items that still need to be purchased or completed

Order tickets will be reassigned to the Subcontractor or Tech that performed the original site visit unless there is an availability for someone else who is in the area to perform the designated tasks.

Tickets that will exceed \$300.00 in cost will need to be approved prior to proceeding. This is non-negotiable, and a Project One Requirement.



# Starbucks Coffee Company IVR Closing Procedure

Only Completed Work Orders and Preventative Maintenance Work Orders MUST BE closed in the IVR system prior to leaving the job site:

#### **Directions:**

- Call 877-728-9349
- Option 1 for English
- Option 2 to close Work Orders
- Option 2 to close Work Orders
- Enter the Work Order number #
- Press #1 if Item was repaired; Press #2 if no problem was found
- Enter date Work Order was completed 03-05-2019 (Format of date) #
- Press #1 if the date is correct
- Enter time Work Order was completed (approximately) #
- Press #1 if the time is AM; Press #2 if the time is PM
- Wait for the automated response that the ticket has been completed
- If you have multiple Work Orders to complete, you can press #1 and start with the next Work Order. If you do not have any additional Work Order to close, just hang up.

The Work Order has been closed. If it gives you a problem, speak to a customer service representative or try calling later.

Once the Work Order is closed, communicate to Project One via email that the Work Order is complete and has been closed successfully using the Call In System.

# Service Channel IVR Accepting and Closing Procedure for:

- Panda Express
- Einstein Bagels
- Caribou Coffee
- Raising Canes
- Sportsman Warehouse

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All work orders are issued a Job Card for the above clients. Subcontractors will need to follow the instructions below to check in and out when onsite.

Please call into the Service Channel using the Store Phone or check in on your apple or android device with the Service Channel app to check in upon arrival at the location and to check out before the technician leaves the location.

Use the phone based automated response system (IVR) by dialing form the store phone the following phone numbers for each client listed. This process is to check you in upon arrival to the location and to check you out upon completion of your visit.

- Panda Express 844 332-3130
- Raising Canes 516 500-7776
- Einstein bagels 516 500-7776
- Caribou Coffee 516 500-7776
- Sportsman Warehouse 516 500-7776

Each Subcontractor must	t use their own unique PIN when calling in. Please Call Project One to
get your Pin #	to access the Service Channel Provider mobile app and automated
response system.	

All Work Orders MUST BE noted partially complete or closed in the IVR system prior to leaving the job site.

Project One encourages each Subcontractor to download the Service Channel App which is available at the apple store or google play.

Click on the link below to download the app to your apple or android device.

Facilities Management Technology for Service Providers | ServiceChannel



Dear Starbucks Facilities Service Company,

As you know, decisions are rapidly being made in support of national and local requirements. We have committed to communicating supplier updates as quickly as possible as we navigate the COVID-19 together.

We have implemented procedural changes in our stores to ensure we can operate in the safest way possible, building upon guidance from national authorities. These procedures include some modified operating channels and hours, requirements for use of a facial covering for all partners and service agents, increased handwashing and sanitization requirements, and a health pre-check before each shift for every Starbucks partner.

We ask that you continue to support and cascade requirements within your organization and ensure direction to service agents by following the guidelines below:

Maintaining health and hygiene, reduced contact, and social distancing per guidance from national authorities:

- **Do not enter our stores if ill.** Ensure you are maintaining company protocols and guidance from the Centers for Disease Control and Public Health Agencies of Canada to ensure you are healthy to work.
- Partners may request forehead temperature health checks from service agents. We ask for your support to accommodate these requests.
- Wash your hands thoroughly with soap and water for at least 20 seconds immediately upon entering the store and prior to starting any work. Continue to wash hands at least every 30 minutes while onsite.
- **Reflect social distancing.** Advise store partners which areas you will be working, limit conversations and non-business-related interactions, and avoid any direct contact, such as requiring service ticket signatures.
- Service agents must wear an intact, well-fitting facial covering at any time of day when entering Starbucks stores. If non-medical facial coverings are not readily available, the CDC and PHAC have offered some do-it-yourself alternatives.
- Ensure you are cleaning and sanitizing any contacted surfaces using Starbucks-approved sanitizer.
- Remove any residual debris, once work is complete, and leave the work area in clean condition.



## Supporting Open and Closed Store Service:

- Both open and closed stores may require service. Please continue to accept all Corrective and Preventive Service Requests as you would during normal circumstances.
- Contact the store in advance of arrival to help them prepare for service partner entry.
- Short Term closures should be avoided unless you are dispatched for store cleaning.
- If you need further clarity on operation status or if store accessibility is needed, reach out to your FSM directly.

Review daily attachments to support store operations and for direct points of contact for questions:

# ➤ Covid 19- Facilities Supplier View reflects store operational status, now including long-term and short-term closures:

- If a store appears on this list, it is closed.
- Short-term closures: identified as "Reset (Temp Closure)" within the Level of Operation column reflect stores that are closed for a short period of time and planning to reopen soon. Services should not take place during short term closures.
- Long-term closures: reflect Starbucks stores yet to reopen. Service companies should refer to the Supporting Open and Closed Store Service section for the approach to closures.

# ➤ Facilities Contacts Report provides the contact information for stores and key facilities points-of-contact:

• Please continue to keep your Starbucks teams aware of capacity or other issues. If you have questions, please contact your Starbucks point-of-contact directly.

We appreciate your continued support of Starbucks stores throughout this dynamic environment.



# Electronic Direct Deposit (ACH Payment) Authorization Form

\*Please Include Voided Check\* \*Electronic payments will be delayed if voided check is not included\* The checking account number and bank routing number on associated bank's letterhead will also be accepted.

# \*Please type or write legibly\*

- \*\*Before completing this form, call the ACH contact at your financial institution to clarify if there are any fees related to this service.
- Once ACH payments are effective, remittance information will be sent to you via email.
- Each entry will be for the amount of invoice(s) presented to Project One LLC for payment and will be transmitted to your financial institution based on the payment terms that you have already agreed upon with Project One LLC.
- <u>Unless otherwise indicated, payments under the Taxpayer ID number below will be paid via ACH with the banking information provided.</u>

[ALL FIELDS IN THIS SECTION ARE REQUIRED]

•	BANK ACCOUNT HOLDER'S NAMETAX PAYER ID#				
•	COMPANY NAME REPORTING AS IS ON INVOICE				
•	NAME				
•	BANK ACCOUNT HOLDER'S REMIT TO ADDRESS				
•	TELEPHONE NUMBER				
•	EMAIL ADDRESS				
•	CONTACT NAME				
	e) herby authorize Project One LLC to initiate deposit entries to my (our) checking account indicated below at the depository financial tution named below. This is a first time setup[] This is an updated setup[]				
•	SIGNATURE				
•	BANK NAME				
•	ABA ROUTING NUMBER				
•	CHECKING ACCOUNT NUMBER				
•	REMITTANCE EMAIL ADVICE ADDRESS				
•	Return completed form by emailing form as an attachment to <u>info@myproject1.com</u> with <u>Electronic Payment</u> <u>Authorization</u> in the subject line.				
	Attach Voided Check Here				



# Workman's Compensation Self Performer Statement

For the purpose of working for and with Project One LLC, I declare I do not have Workman's Compensation Insurance.

I, as the owner and operator of this business, have declined Workman's Compensation Insurance. I currently do not have Workman's Compensation Insurance and I do not see getting Workman's Compensation Insurance in the future.

While working with Project One LLC, I will not exceed \$200,000.00 in annual revenue before acquiring Workman's Compensation Insurance.

I allow this document to stand as my statement that I am working as the Sole Performer for my business for Project One LLC.

Business Name		 
Business Address		
Business Email		
Business Contact Information		 
Business Owner Name		 
Signature		
Date		
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## INDEPENDENT SUBCONTRACTOR NON-DISCLOSURE AGREEMENT

This Independent Subcontr	actor Non-Disclosure Agreemen	t (the	"Agreement") is made between
AZ Project One LLC and		(the	"Subcontractor") and is effective
	. The parties agree as follows:		

### 1. Subcontractor Services

AZ Project One LLC has engaged Subcontractor to perform the following services: Facilities maintenance/handyman services. During the performance of Subcontractor Services, Subcontractor may be exposed to Confidential Information (as defined below). The Agreement is intended to prevent the unauthorized disclosure of Confidential Information.

## 2. Confidential Information

"Confidential Information" is proprietary information relating to AZ Project One LLC'S business including but not limited to: business and financial records, intellectual property, proprietary data, security measures, or any other financial information that, if disclosed, could affect the business of AZ Project One LLC. Confidential information, if written, will be labeled as confidential.

### 3. Non-Disclosure

Without AZ Project One LLC prior written consent, Subcontractor will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information. The Subcontractor will carefully restrict access to Confidential Information to those of its officers, directors, and employees who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Subcontractor's behalf to perform Subcontractor Services.

Subcontractors are only to discuss issues regarding the work they are performing and/or topics related to future issues with AZ Project One LLC, discussions regarding current or future repairs are not to occur with our clients, period, no exceptions.

### 4. Return of Confidential Materials

Upon the request of AZ Project One LLC, Subcontractor shall immediately return all original



materials provided by AZ Project One LLC and any copies, notes or other documents in Subcontractor's possession pertaining to Confidential Information.

### 5. Exclusions

This agreement does not apply to any information that: (a) was in Subcontractor's possession or was known to Subcontractor, without an obligation to keep it confidential, before such information was disclosed to Subcontractor by AZ Project One LLC; (b) is or becomes public knowledge through a source other than Subcontractor and through no fault of Subcontractor; (c) is or becomes lawfully available to Subcontractor from a source other than AZ Project One LLC; or (d) is disclosed by Subcontractor with AZ Project One, LLC prior written approval.

### 6. Term

This Agreement and Subcontractor's duty to hold Confidential Information in confidence shall remain in effect until \_\_\_\_\_\_ or until whichever of the following occurs first:

(a) AZ Project One LLC sends Subcontractor written notice releasing it from this Agreement, or

(b) Confidential Information disclosed under this Agreement ceases to be confidential.

## 7. Notice of Immunity from Liability.

An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

### 8. General Provisions

(a) Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.



- (b) Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
- (c) Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
- (d) Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (e) Injunctive Relief. Any misappropriation of Confidential Information in violation of this Agreement may cause AZ Project One LLC irreparable harm, the amount of which may be difficult to ascertain, and therefore Subcontractor agrees that AZ Project One LLC shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as AZ Project One LLC deems appropriate. This right of AZ Project One LLC is to be in addition to the remedies otherwise available to AZ Project One LLC.
- (f) Governing Law. This Agreement shall be governed in accordance with the laws of the State of Arizona.
- (g) Jurisdiction. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Arizona in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.
- (h) Successors & Assigns. This Agreement shall bind each party's heirs, successors, and assigns. The Subcontractor may not assign or transfer its rights or obligations under this Agreement without the prior written consent of AZ Project One LLC. However, no consent is required for an assignment or transfer that occurs: (a) to an entity in which Subcontractor owns more than fifty percent of the assets; or (b) as part of a transfer of all or substantially all the assets of Subcontractor to any party. Any assignment or transfer in violation of this section shall be void.



AZ Project One LLC:		(Signature,
	(Typed or Printed Name)	
Title:		
Date:		
Subcontractor:		(Signature)
	(Typed or Printed Name)	
Title:		
Date:		



# Subcontractor FAQ

- 1. What do I do if I am on site and someone at the location asks me to do additional work?

  Answer: Do not perform additional work that will require an additional charge above and beyond what you are on site to complete. Tell that person that they need to call in a new Service Ticket to Project One through their automated system.
- 2. What do I do if I get to a job site and determine I need materials or equipment to complete the job?

**Answer:** Go get the materials and or equipment. If there is a delay in completing the job on time you must notify Project One dispatch of the delay and the expected completion date.

3. What should I do when I receive a Work Order Ticket and do not clearly understand the service request?

**Answer:** Reach out to your Project One contact and/or reach out to the contact listed on the Work Order Ticket at the restaurant location.

4. How will I determine the best time to schedule the work to be performed?

**Answer:** When you receive a Work Order Ticket you should call the location to speak with a store manager or the person listed on the ticket to clarify the Scope of Work and Clarify the best time to arrive to do the work. Ideally, we prefer to schedule work that is in line with your regular time rate.

5. What do I do if I am on site and determine that the work needed to complete the Work Order Ticket will exceed \$300?

**Answer:** Call the contact name on the Work Order Ticket for Project One to discuss the Scope of Work and obtain approval before doing any work that requires an NTE increase.

6. What do I need to provide for a job that has been asked to be quoted?

**Answer:** You will need to provide a formal quote on company letterhead that clearly describes your interpretation of the Scope of Work. Proposals should define what is included in your proposal and what is excluded. Cost for labor and cost for materials should be separated and defined. Intended scheduled start date and the intended completion date should be listed.