



**STANDARD FORM PRIME CONTRACT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT (the "Contract") is entered into this 3rd day of July 2025 between _

AMAR CHEEMA ("Owner")
(Name of Owner)

and TOWN & COUNTRY CONTRACTORS, INC. ("Contractor")
(Name of Contractor)

(California Contractor License No. 2238112) in connection with that work of
improvement known as COLUSA TOWN CENTER - OFFSITE IMPROVEMENTS,

to be constructed for Owner located at 1601 HWY 20, COLUSA, CA.
(Project Address)

Assessor's Parcel No. 002-120-025 & 002-011-0004 (the "Project").

The Construction Lender for the Project is the NONE Branch
of

located at
(Name of Lender)

;

;
(Branch Manager) (Loan Number)

The Architect/Engineer for the Project is BARGHAUSEN ENGINEERING CONSULTANTS
 ,
(Name)

18218 72ND AVENUE SOUNTH, KENT, WASHINGTON 98032
(address)

The Owner wishes to engage the Contractor to perform the Work, as defined below, on the
terms and conditions set forth in the Contract Documents, as defined below.

NOW THEREFORE, the parties agree as follows:

A. The Contractor shall perform the Work in compliance with the Contract Documents, which
consist of this Contract (including the General Conditions), the attached Schedules, and any
supplementary, special or other conditions, drawings, specifications, all addenda issued prior to the
execution of this Contract, and all change orders, modifications, and amendments issued after execution
of this Contract. The Contract Documents are specifically enumerated in the attached Schedule A.



B. The Contractor shall supply all labor, materials, equipment and supervision necessary to complete all of the work described in the attached Schedule B (the "Work").

C. The Work shall be commenced and completed according to the Project Schedule attached as Schedule C, subject to such extensions and modifications as are made pursuant to the Contract Documents.

D. The Owner shall pay the Contractor in current funds for the performance of Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of \$ 3,074,173, more fully described in attached Schedule D. All provisions regarding retention, security in lieu of retention, and liquidated damages, are fully set forth in Schedule D.

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

In this Contract, the following definitions shall apply:

1.1 Architect/Engineer - the person, partnership or corporation retained by the Owner for the design and observation of the Work

1.2 Contract - the signed agreement between the Owner and the Contractor that is a part of the Contract Documents.

1.3 Contract Documents - as defined in Paragraph 2.1.

1.4 Contractor - the person, partnership or corporation signatory to the Contract who is to perform the Work in accordance with the Contract Documents.

1.5 Contract Price - the total compensation to be paid to the Contractor for the performance of the Work, as may be amended during the course of performance of the Contract Work.

1.6 Contract Time - the number of calendar days as set forth in the Contract, as may be amended by the Contract Documents, during which Substantial Completion of the Work shall be achieved.

1.7 Final Completion - the completion of the Work, including the submission of all final releases, documents and manuals required by the Contract Documents.

1.8 Owner - the person, partnership or corporation signatory to the Contract to whom the Contractor is responsible for the performance of the Work, or the authorized representative designated by the Owner in writing, on whose authority, acts, and instructions the Contractor may rely, unless otherwise limited in writing by the Owner.

1.9 Project - the facility or structure(s) to be constructed as part of the Work.

1.10 Subcontractor- any person, partnership or corporation which has a contract with the Contractor to furnish labor, material or equipment as part of the Work.

1.11 Substantial Completion - the point in the progress of the Work when the Owner may use the Project for the purpose intended, and represents the first day of the one year warranty period.

1.12 Work - the total of the Contractor's responsibilities as set forth in the Contract Documents, including but not limited to the construction of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

2.1 The Contract Documents shall consist of those documents set forth in Schedule A attached to this Contract, and all change orders, modifications and amendments issued after execution of this Contract.

2.2 The following rules, in addition to those generally applicable to contracts, shall govern the interpretation of the Contract:

2.2.1 The Contract Documents are complementary and what is required by any document shall be as binding as if required by all.

2.2.2 In case of conflict between drawings and specifications, specifications shall govern.

2.2.3 Materials or work described in words which, so applied, have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.3 The responsibility for design, drawings, specifications and submittals shall be as follows:

2.3.1 The Owner shall be responsible for the adequacy of design and sufficiency of the drawings and specifications.

2.3.2 The Owner, through the Architect/Engineer, shall furnish drawings and specifications which adequately and accurately represent the requirements of the Work. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments of them. The Contractor will be furnished free of charge as many copies of drawings and specifications reasonably necessary for distribution to subcontractors for the execution of the Work.

2.3.3 All drawings and specifications furnished to the Contractor shall not be reused on other work. With the exception of one document set, all sets are to be returned to the Owner on request at the completion of the Work. The parties may permit Subcontractors to retain plan sets, if reasonably necessary for a valid purpose.

2.3.4 If the Contractor in the course of the Work finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by survey points and instructions, he shall promptly inform the Owner or Architect/Engineer, in writing, and the Architect/Engineer shall promptly verify the same. Any work done after such discovery, except authorized, shall be done at the Contractor's risk.

2.3.5 All shop drawings, submittals and other documents furnished by the Contractor or its Subcontractors shall not be reused by the Architect/Engineer or the Owner on other work, and are to be returned to the Contractor at the completion of the Work. The Owner may retain one copy of the Contractor's and the Subcontractor's shop drawings for reference purposes for this Work only.

2.3.6 The Contractor shall furnish (upon request) to the Architect/Engineer all shop drawings, submittals and other documents required by the Architect/Engineer in sufficient time to permit review and approval by the Architect/Engineer. The Architect/Engineer shall return such documents to the Contractor within a reasonable time, and in no event later than required in order to avoid delays in the Work, either approved or with such other notation, including correction and resubmittal, as may be required under the circumstances. Further resubmittals and subsequent reviews and approvals shall be made promptly. (See Schedule E).

ARTICLE 3. SITE INVESTIGATION

3.1 The Owner has made known to the Contractor, prior to the receipt of bids, all information of which it is aware as to surface and subsurface conditions in the vicinity of the Work, including topographical maps, reports of exploratory tests, written opinion, of technical advisors and other information that might assist the Contractor in properly evaluating the extent and character of the Work that might be required. Such information is the best information obtainable by the Owner from its employees, agents and consultants, through the exercise of reasonable diligence.

3.2 The Contractor has satisfied itself as to the nature and location of the Work, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and other matters which can reasonably be expected to affect the Work under this Contract.

ARTICLE 4. DIFFERING SITE CONDITIONS

4.1 The Contractor shall promptly, before such conditions are disturbed, notify the Owner or Architect/Engineer in writing of:

4.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

4.1.2 Previously unknown physical or other conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

4.2 The Owner shall promptly investigate the conditions and, if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment in the Contract Price and the Contract Time shall be made. Any claim of the Contractor for adjustment shall not be allowed unless he has given prompt notice of such event; provided, however, that the Owner may, if it determines that the facts so justify, consider and adjust any such claims that are later asserted before the date of final settlement of the Contract.

4.3 The discovery of hazardous material, not specifically identified in the Contract Documents with respect to its location and quantity, shall be deemed to be a differing site condition pursuant to this article. Hazardous material is defined as PCB's, asbestos, petroleum products, or any other material, removal of which is governed by the doctrine of strict liability under Federal or California law. If hazardous material is discovered:

4.3.1 The Contractor shall immediately (a) give notice to the Owner of such discovery; (b) stop that portion of the Work affected by such material; and (c) sufficiently protect the work to prevent exposure of persons to such material.

4.3.2 The Contractor shall have no obligation to perform any corrective or remedial work that would require the handling of or exposure to hazardous material. However, if the Contractor agrees to perform such work:

(a) The Owner agrees to indemnify, hold harmless, and defend the Contractor from and against any claim, action or legal proceeding brought against the Contractor seeking to make the Contractor strictly liable for the performance of such work.

(b) The Owner shall provide specific instruction to the Contractor with respect to the handling, protection, removal and disposal of such material.

(c) An equitable adjustment in the Contract Price and the Contract Time shall be made for such work.

4.4 The Owner shall have the sole responsibility for furnishing all written warnings, notices or postings required by state or federal law regarding the use or existence of hazardous or potentially hazardous substances.

ARTICLE 5. SITE ACCESS AND RIGHTS OF WAY

5.1 The Owner shall provide, no later than the date when needed by the Contractor, the lands upon which the Work is to be performed, including convenient access to the lands and any other lands designated in the Contract Documents for use by the Contractor. Any delay in the furnishing of these lands shall entitle the Contractor to an equitable adjustment in the Contract Price and the Contract Time.

5.2 The Contractor shall provide at its own expense any additional land excess of that provided by the Owner that it may require.

ARTICLE 6. SURVEYS

In addition to the information required to have been furnished by the Owner pursuant to Article 3, the Owner shall furnish for the Work all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal description. The Owner shall establish such land surveys and baselines so that the Contractor may locate the principal parts of the Work and perform such detailed surveys to perform the Work. The Contractor shall preserve all bench marks and reference points established by the Owner and shall be responsible for any destruction of them caused by its operations.

ARTICLE 7. PROSECUTION OF THE WORK

7.1 Within a reasonable time after award of the Contract, the Contractor shall prepare and submit to the Owner an estimated progress schedule indicating the starting and completion dates for the various stages of the Work and the sequence of construction. Thereafter, the Contractor shall submit, when reasonably requested by the Owner, updates of the schedule reflecting any changes in such dates or sequence.

7.2 The Contractor shall diligently prosecute the Work in order to achieve Substantial Completion within the Contract Time.

7.3 The Contractor shall achieve Final Completion as promptly as practicable after Substantial Completion.

7.4 The Contractor shall, at its own expense, keep the site of the Work free from accumulation of rubbish and waste materials; upon completion of the Work, it shall remove all rubbish, waste materials, temporary structures, equipment and surplus materials.

7.5 Prosecution of work will not begin until all construction permits and approved construction drawings have been received by the contractor.

ARTICLE 8. MATERIALS, EQUIPMENT AND APPLIANCES

8.1 Unless otherwise provided by the Contract, the Contractor shall provide and pay the cost, including taxes, for all materials, labor, equipment, tools, water, utilities, transportation and all other services and facilities necessary for the execution and completion of the Work.

8.2 Unless otherwise specified, all materials incorporated in the Work shall be new and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

ARTICLE 9. LABOR AND SUPERVISION

9.1 The Contractor shall at all times maintain good discipline and order among its employees. It shall provide competent, suitably qualified personnel to perform the work assigned to them.

9.2 The Contractor shall employ on the site of the Work a competent superintendent and such necessary assistants to represent the Contractor and receive communications for the Contractor from the Owner. Important communications shall be confirmed by the Owner in writing; otherwise, written confirmation shall be made upon request.

ARTICLE 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and shall defend against all suits and claims and save harmless the Owner from all damages arising from infringement of any patent rights connected with the Work. However, the Contractor shall not be responsible if such infringement arises from the use of a particular process or product specified by the Owner unless the Contract identified such process or product as being patented.

ARTICLE 11. PERMITS, LICENSES AND REGULATIONS

11.1 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by the Contractor. The Owner shall assist the Contractor in obtaining such permits and licenses. Unless otherwise provided, permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner.

11.2 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the Work. If the Contractor observes that the drawings and specifications are at variance with such laws, ordinances, rules and regulations, the Owner shall promptly be notified. Any necessary changes in the Work as a result of such variance will entitle the Contractor to an equitable adjustment in the Contract Price and the Contract Time.

ARTICLE 12. INSPECTION OF WORK

12. 1 The Owner shall provide sufficient competent personnel to visit and inspect the site during the course of the Work to determine in general whether the Work is being performed in a manner which is consistent with the Contract Documents. Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished Work, and defective work shall be corrected.

12.2 The Owner and its representatives shall at all times have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

12.3 If the specifications, laws, ordinances, or any public authority require any work to be specifically tested or approved, the Contractor shall give the Architect/Engineer timely notice of its readiness for inspection and of the date fixed for such inspection. Inspections by the Architect/Engineer shall be made promptly, and, where practicable, at the source of supply. If any work should be covered

up without approval or consent of the Architect/Engineer, it must, if required by the Architect/Engineer, be uncovered for examination and properly restored at the Contractor's expense, unless the Architect/Engineer has unreasonably delayed inspection.

12.4 If a portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to its being covered, the Architect/Engineer may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate change pursuant to Article 15, be charged to the Owner. If such work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs.

ARTICLE 13. WARRANTY

13.1 The Contractor warrants to the Owner that the Work will be performed in accordance with the Contract.

13.2 Prompt written notice of all defects shall be given to the Contractor within one year of Substantial Completion. The Contractor shall promptly make the necessary corrections, including the repair of any work damaged in making such corrections. However, the Owner may accept any defective work and agree with the Contractor on an appropriate adjustment in payment.

13.3 Warranty does not include removal and replacement of materials/equipment purchased by Owner or repairs of work scope performed by owners suppliers or contractors .

13.4 Warranty does not include any payment to owner for "lost time revenue" during the warranty repair period.

ARTICLE 14. PAYMENTS

14.1 The Owner shall pay to the Contractor the Contract Price, as may be amended pursuant to Article 15, as full compensation for the Work. Before commencing work, the Contractor shall provide to the Owner a breakdown of the Contract Price according to the various items of work to be performed, including reasonable sums for mobilization. Such breakdown shall be the basis of payment to the Contractor. (See Schedule D).

14.2 Deleted

14.3 The Contractor agrees that all work, materials and equipment covered by an application for payment will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon payment by the Owner. At the request of the Owner, the Contractor shall provide waivers and lien releases in accordance with Civil Code Section 3262 from all persons who may be potential lien claimants as a prerequisite to the Owner's obligation to disburse progress and final payments.

14.4 When the Contractor has achieved Substantial Completion, the Owner shall pay to the Contractor the Contract Price, including retention and other amounts previously withheld, less the value of the Work remaining to be completed and other amounts permitted to be withheld under this Contract.

14.5 Upon Final Completion and acceptance of the Work, the Owner shall pay the Contractor all amounts remaining to be paid under the Contract, less any amounts the Owner is entitled to retain under the other provisions of this Contract.

14.6 The Owner, on the basis of reasonable and verifiable evidence, may withhold from any payment such amounts as may be necessary for protection against loss caused by (a) defective work not remedied or (b) failure of the Contractor to make payments properly to Subcontractors or for material or

labor (unless a labor and material payment bond has been furnished by the Contractor). When these grounds are removed or the Contractor provides a surety bond or other security to protect the Owner in the amount withheld, payment shall be made of the amount withheld.

ARTICLE 15. CHANGES

15.1 The Work shall be subject to change by additions, deletions or revisions by Owner. The Contractor will be notified of such changes by receipt of additional and/or revised drawings, specifications, exhibits or written orders.

15.2 Whenever an equitable adjustment in the Contract Price or the Contract Time is provided for under the Contract Documents, or if the Owner has notified the Contractor of a change, the Contractor shall submit to the Owner within a reasonable time a detailed estimate with supporting calculations and pricing together with any adjustments in the schedule reflecting any changes in the Contract Price and the Contract Time. Pricing shall be in accordance with the pricing structure of this Contract; however, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined on the basis of cost to the Contractor (except in the case of Contractor-owned equipment rates) plus 10% for overhead and profit.

15.3 The Contractor shall not perform changes in the Work in accordance with Paragraphs 15.1 and 15.2 until the Owner has approved in writing the changes in the Contract Price and Contract Time. Upon receiving such written approval from the Owner, the Contractor shall diligently perform the change in strict accordance with this Contract.

15.4 In the event the Owner and the Contractor are unable to reach agreement on changes in the Contract Price and the Contract Time, the matter shall be resolved in accordance with Article 17.

ARTICLE 16. EXTENSIONS OF TIME

16.1 The Contract Time shall be extended as necessary to compensate for delay in the progress of the Work resulting from changes in the Work, suspension of the Work (in whole or in part) by the Owner, any other act or omission by the Owner or its employees, agents or representatives contrary to the provisions of the Contract or by another contractor employed by the Owner, or any other cause which could not have been reasonably foreseen, or which is beyond the control of the Contractor, its subcontractors or suppliers, and which is not the result of their sole fault or sole negligence, including, but not restricted to, acts of any governmental authority, acts of a public enemy, fire, unusual delay in transportation, weather conditions, or labor disputes.

16.2 The Contractor shall give to the Owner notice of any delay within a reasonable time after the occurrence or commencement of a cause of delay. Failure to give notice of any delay within a reasonable time shall constitute a waiver by the Contractor of any claim for extension of the Contract Time resulting from that cause of delay. The Contractor's notice shall include an estimate of the probable effect of the cause of delay on the progress of the Work.

16.3 With respect to any delay resulting from any act or neglect by the Owner or its employees, agents or representatives or by another contractor employed by the Owner, and which delay is not otherwise specifically provided for in the Contract Documents, the Contractor may recover from the Owner any damages incurred as a result of such delay in accordance with Article 15.

16.4 With respect to any delay resulting from the fault or neglect of the Contractor, any Subcontractor, or those under the control of either, the Contractor shall pay to the Owner the sum specified in the attached Schedule D for each day of such delay, not as a penalty, but as liquidated damages, since the actual damages for such delay are uncertain and would be impracticable or extremely difficult to ascertain.

ARTICLE 17. CLAIMS

17.1 Subject to the provisions of Article 15, the Contractor shall give to the Owner written notice within a reasonable time after the happening of any event which the Contractor believes may give rise to a claim for an equitable adjustment in the Contract Price or the Contract Time. Within a reasonable time after the happening of such event, the Contractor shall supply the Owner with a statement supporting such claim, which statement shall include a detailed estimate of the change in the Contract Price and the Contract Time. If requested by the Owner in writing, the Contractor shall provide reasonable documentation to substantiate its claim. The Owner shall not be bound to any adjustments in the Contract Price or the Contract Time unless expressly agreed to by the Owner in writing. No claim shall be allowed if asserted after final payment under this Contract.

17.2 Claims by either party for damages due to injury or damage to person or property or for delay, interference, suspension or interruption of work or for any other damage shall be made in writing to the other party within a reasonable time after the happening of such event or the first observance of such cause for damage.

ARTICLE 18. RIGHTS AND REMEDIES

18.1 The duties, obligations, rights and remedies in these Contract Documents shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law, unless otherwise indicated.

18.2 No action or failure to act by the Owner, Architect/Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach, except as may be specifically agreed in writing or specified in the Contract.

ARTICLE 19. TERMINATION

19.1 Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to the Contractor, and fail to act in good faith to remedy the same within ten (10) days after notice from the Contractor, then the Contractor may terminate this Contract.

19.2 Should the Contractor become insolvent, or should the Contractor refuse or neglect to supply a sufficient number of properly skilled workmen, tools, or material within the Contractor's control, or should the Contractor commit a substantial breach of this Contract and should the Contractor fail to act in good faith to remedy such within ten (10) days after

written demand by the Owner, the Owner may terminate this Contract. Upon any such termination, the Contractor shall be compensated for all costs incurred for that portion of the Work then performed. The Contractor shall be liable for any costs incurred by the Owner in completing the Contract in excess of the difference between the Contract Price and the amount paid to the Contractor to the date of termination.

19.3 The Owner reserves the right to terminate the Work for its convenience upon notice in writing to the Contractor. In such event, the Contractor shall be paid its actual costs for that portion of the Work performed to the date of termination and for all costs of termination, including demobilization and any termination charges by vendors and subcontractors, plus 15 percent of all such costs for overhead and profit.

ARTICLE 20. SUSPENSION OF WORK

20.1 The Owner may at any time by notice to the Contractor suspend further performance of all or any portion of the Work by the Contractor. The notice shall specify the date and the estimated duration of the suspension. Any suspension shall not exceed forty-five (45) consecutive calendar days nor shall the total of all suspensions exceed ninety (90) calendar days. Upon receiving any such notice, the Contractor shall promptly suspend further performance of the Work to the extent specified in the notice, and during the period of such suspension shall properly care for and protect all work in progress and materials, supplies, and equipment that the Contractor has on hand for performance of the Work. The Owner may at any time withdraw the suspension of performance of the Work as to all or part of the suspended work by notice to the Contractor specifying the effective date and scope of withdrawal, and the Contractor shall resume diligent performance of the Work for which the suspension is withdrawn, as soon thereafter as is reasonably possible.

20.2 Unless suspension pursuant to this section is caused by the default of the Contractor or any of the provisions of the Contract Documents, the Contractor shall be entitled to recover from the Owner any damages as a result of any suspension in accordance with Article 15.

20.3 If any suspension not caused by the default of the Contractor exceeds the time periods set forth in Paragraph 20.1, the Contractor may at its option terminate this Contract in accordance with Paragraph 19.3.

ARTICLE 21. COMPLETION AND ACCEPTANCE

21.1 The Contractor shall be responsible for the Work until Final Completion, except for any part of the Work partially accepted as set forth below in Paragraph 21.5.

21.2 The Contractor shall notify the Owner upon Substantial Completion of the Work. The Architect/Engineer shall promptly verify whether Substantial Completion has occurred and, if so, shall so certify to the Owner. If not, the Architect/Engineer shall promptly state in writing to the Contractor what must be done to achieve Substantial Completion. This procedure shall be repeated until Substantial Completion has been achieved. Payment to the Contractor for achieving Substantial Completion shall be made in accordance with Paragraph 14.4.

21.3 The Contractor shall notify the Owner upon Final Completion of the Work. The Architect/Engineer shall promptly verify whether Final Completion has occurred and, if so, shall so certify to the Owner. If not, the Architect/Engineer shall promptly state in writing to the Contractor what must

be done to achieve Final Completion. This procedure shall be repeated until Final Completion has been achieved. Payment to the Contractor for achieving Final Completion shall be made in accordance with Paragraph 14.5.

21.4 Deleted

21.5 Deleted

ARTICLE 22. SURETY BONDS

The Owner shall have the right, prior to the execution of the Contract, to require the Contractor to furnish bonds executed by one or more financially responsible sureties, and in such form as the Owner may reasonably prescribe, covering the faithful performance of the Contract and payment of all obligations under the Contract. If such bonds are required prior to the receipt of bids, the premium shall be paid by the Contractor; if bonds are required subsequent to such receipt, the premium cost shall be paid by the Owner.

ARTICLE 23. PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

23.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

23.2 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. all employees on the Work and all other persons who may be affected;
- b. all the Work and its materials and equipment;
- c. other property at or adjacent to the site of the Work.

23.3 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damages, injury or loss.

23.4 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss, and, if such emergency is not the fault of the Contractor, shall be entitled to an equitable adjustment in the Contract Price and the Contract Time.

ARTICLE 24. INSURANCE

24.1 Contractor's Insurance

24.1.1 The Contractor shall procure and maintain insurance as set forth in Paragraph 24.1.3 below which will protect the Contractor from claims arising out of the Contractor's operations under this contract including claims against the Contractor arising out of operations performed for the Contractor by Subcontractors. Insurance shall be secured from an insurer currently authorized to do business in the state in which the Work is located. Insurance coverage shall be at limits specified in the Contract Documents. Insurance shall be maintained continuously from the commencement of the Work until final payment and thereafter to the extent coverage following final payment is required by the Contract Documents.

24.1.2 Certificates of insurance shall be filed with the Owner prior to commencement of the Work. The Certificate of Insurance shall provide that there will be no cancellation of coverage without thirty (30) days prior written notice to the Owner. If any reduction of coverage occurs, the Contractor shall furnish the Owner with information regarding such reduction as soon as reasonably possible.

24.1.3 The Contractor shall maintain the following insurance:

Workers' Compensation and Employer's Liability Insurance

General Liability Insurance under either a Comprehensive General Liability or Commercial General Liability policy providing insurance for Bodily Injury and Property Damage Liability and including coverage for:

Personal Injury Liability

Contractual Liability insuring the tort liability obligations assumed by the Contractor in this contract

Automobile Bodily Injury and Property Damage Liability Insurance including coverage for all owned, hired and non-owned automobiles.

24.2 Owners Liability Insurance

24.2.1 The Owner shall secure and maintain liability insurance to protect the Owner. The Owner, at its option, may purchase and maintain additional liability insurance to protect the Owner against claims arising out of performance of the Work under the Contract. The Contractor shall not be responsible for purchasing liability insurance for the Owner.

24.3 Property Insurance

24.3.1 Unless otherwise provided by supplement or addendum to this Contract, the Owner shall, prior to commencement of the Work, secure and maintain property insurance in the amount of the original contract price from an insurer authorized to do business in the state in which the Work is located. The amount of insurance shall be adjusted, from time to time, to reflect modifications in the Contract Price. This property insurance shall be maintained until the work has been completed and accepted by the Owner and final payment has been made as provided in this Contract. Property insurance shall cover the Owner, Contractor, Subcontractors and Sub-sub-contractors for their interest in the Work.

24.3.1.1 The contractor and its subcontractors shall be responsible for their own tools and personal property used in connection with the performance of the Work and owner shall not be liable for any theft, loss or damage with respect to the same.

24.3.1.2 If the Owner does not intend to purchase the required property insurance, the Owner shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then obtain insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all costs attributable thereto.

24.3.1.3 If property insurance deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required deductibles above the amounts so identified, the Owner shall be responsible for payment of the additional costs not covered because of such increased deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

24.3.1.4 Prior to the first date on which any risk of an exposure to loss may occur, the Owner shall provide the Contractor with a complete copy of each policy that includes insurance coverages required by this Paragraph 24.3. The policy shall contain a provision that it will not be cancelled unless thirty (30) days prior written notice has been given to the Contractor.

24.3.2 Loss of Use Insurance. At the Owner's option, the Owner may secure insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

24.3.3 Boiler and Machinery Insurance. Owner-procured Boiler and Machinery insurance (if required by the Contract Documents) shall specifically cover specified insured objects during installation and until final acceptance by the Owner. This insurance shall insure the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the specified work.

24.34 Deleted

24.3.5 If the Owner insures other real or personal properties near the work site, by property insurance under policies separate from those insuring the Project, or if after final payment, property insurance is provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 24.3.6 for damages caused by perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement.

24.3.6 Waivers of Subrogation. The Owner and Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees for damages caused by perils (and to the extent of insurance for such perils) covered by property insurance obtained pursuant to this Subcontract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or the Contractor, as appropriate, shall require Subcontractors and Sub-subcontractors to provide similar waivers (written

-where legally required for validity) each in favor of all other parties enumerated in this subparagraph 24.3.6. The policies shall provide such waivers of subrogation by endorsement if an endorsement is required.

24.3.7 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. Written notice of any proposed settlement or adjustment shall be timely sent to the Contractor. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and shall require Subcontractors to make payments to their Sub-subcontractors in a similar manner.

24.3.8 The Owner shall have no right to partial occupancy or use and the same shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use. The Owner and Contractor shall take reasonable steps to obtain consent of the

insurance company and shall not take action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of the required property insurance.

ARTICLE 25. ASSIGNMENT

Neither party to the Contract shall assign the Contract in whole or part, including an assignment by the Contractor of any monies due or to become due, without the written consent of the other. This section shall not apply to the subcontracting by the Contractor of any portion of the Work.

ARTICLE 26. WORK BY OWNER OR BY SEPARATE CONTRACTORS

26.1 The Owner reserves the right to perform work itself and to award separate contracts in connection with and contiguous to the Work. The Owner shall provide for the coordination of the work of its own forces and of each separate contractor with the work of the Contractor so as not to delay, hinder or interfere with the Contractor's performance of the Work. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of materials and the execution of work.

26.2 If the proper execution of any part of the Work depends upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with its work, promptly report to the Architect/Engineer any apparent defects in such other work that render it unsuitable for such proper execution.

ARTICLE 27. SUBCONTRACTS

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

ARTICLE 28. DELETED

ARTICLE 29. ATTORNEY FEES

The parties to this agreement agree that attorney fees shall be paid by each party in any action brought under this contract.

ARTICLE 30. GOVERNING LAW

The Contract shall be governed by the law of California.

ARTICLE 31. NOTICE

Any notice required by this Contract to be given shall be in writing and shall be delivered during normal business hours or mailed first class postage prepaid. If notice is to be given to the Owner or the Contractor, it shall be sent to the postal address shown in the signature block at the end of this Contract, or to such other address as either party may designate for itself by notice to the other. Notice shall be effective upon personal delivery or five (5) calendar days after the date of mailing.

ARTICLE 32. MISCELLANEOUS PROVISIONS

The following general provisions shall apply to this Contract:

32.1 This Contract contains the entire agreement between the parties, and supersedes all prior or contemporaneous written or oral communications.

32.2 This Contract may not be changed or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought. No breach of any agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach.

32.3 This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

32.4 Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Contract, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of either or both parties of the time for performing any act shall not be construed as a waiver of any other required to be performed at a later date.

32.5 Each person executing this Contract represents that the execution of this Contract has been duly authorized by the party on whose behalf the person is executing the Contract and that such person is authorized to execute the Contract on behalf of such party.

32.6 Deleted.

32.7 The terms, covenants and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

32.8 If any provision of this Contract is determined to be illegal or unenforceable for any reason, the same shall be severed from the Contract and the remained of the Contract shall be given full force and effect.

32.9 Time is of the essence of this Contract and each and every one of its provisions.

32.10 All exhibits attached to the Contract are incorporated as if set forth in full.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS:

Contractors State License Board

9835 Goethe Road
Sacramento, CA 95827

Dated:_____

Dated:_____

OWNER

CONTRACTOR

By:_____

(Signature)

By:_____

(Signature)

AMAR CHEEMA

(Print Name)

SEAN MURPHY

(Print Name)

Title: OWNER

Title: OWNER

1110 CIVIL CENTER SUITE 106 D

(Address)

3206 LUYUNG DRIVE

(Address)

YUBA CITY, CA

RANCHO CORDOVA, CA 95742

License #: 238112

SCHEDULE A

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

CONTRACT DOCUMENTS

The Contract documents are: the Standard Form Prime Contract between Owner and Contractor including general conditions, Schedule A, B, C, D, E attached hereto, and any shop drawings or submittals pursuant to Section 2.3.6 of this contract.

SCHEDULE B

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

DESCRIPTION OF THE WORK

The Colusa Town Center – Offsite Improvements, as set forth in: the Standard Form Prime Contract between Owner and Contractor including general conditions, Schedule A, B, C, D, E.

SCHEDULE C

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

TIME SCHEDULE

Work will begin once a start date has been agreed upon by the owner and contractor. Substantial completion of the work shall be completed in 13 weeks after construction begins, barring time delays caused by acts of God, weather, strikes, government prohibitions, non-issuance of all permits, contamination or ground water handling, financing approval, owner delays, delays by owner's agents, delays, by owner's employees or sub-contractors, failure of owner to make progress payments promptly, failure of owner to sign change order requests promptly, or other contingencies unforeseen by contractor and beyond its reasonable control.

SCHEDULE D

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

PAYMENT SCHEDULE

1. Owner agrees to pay contractor 15% of contract amount (\$461,250) upon mobilization of temporary facilities at construction site.
2. The remainder of the job will be billed in monthly increments.
3. Any change orders will be charged after the work has been performed.
4. Final payment will be made before any final documentation (i.e., Certificate of Occupancy) is released.

Contractor shall not be made to wait for retention payment due to delays by owner, or owner's contractor. Nor shall contractor be made to wait for retention payment due to delays as a part of lender's policies, which are in conflict with this contract schedule.

SCHEDULE E

TO CONTRACT BETWEEN AMAR CHEEMA AND TOWN & COUNTRY CONTRACTORS, INC. FOR COLUSA TOWN CENTER – OFFSITE IMPROVEMENTS LOCATED IN COLUSA, CALIFORNIA

CONTRACTOR'S PROPOSAL, EXCLUSIONS/CLARIFICATIONS

June 9, 2025

Amar Cheema
Sutter Equities

COLUSA TOWN CENTER – Frontage Improvements

Amar,

Town & Country Contractors, Inc is please to submit fixed pricing for the work outlined below at Colusa Town Center – Frontage Improvements.

Price is based on drawing by Barghausen Consulting Engineers dated 6/22/2023 and a site visit.

OFFSITE WORK

2. Demolition

- 2. Drain inlet, 14,757 Sf of Asphalt, 5,664 Sf of Sidewalk, Driveway, Curb and gutter, Fence, 19 Trees.

2. Grading

- 2. 90,033 Sf of clearing and grubbing, 42,755 Sf of process and compaction, cut to fill, exporting, grade swales, 15,528 Sf of AB over subgrade.

2. Paving

- 2. 17,252 Sf of 2.5" RHMA-G Over 25 of HMA Type A Over 18" Of AB, 2,700 Sf of 4" HMA Type A Of AC over 14.5" Of AB over subgrade

2. Sanitary Sewer System

- 2. 54 Lf of 8" PVC, 30 Lf of 6" PVC, Manhole, Clean out.

2. Storm Drain System

- 2. 63 Lf of 36" SD, 14 Lf of 18" SD, 42 Lf of 12" SD, 60" Manhole, 48" Manhole, Type G4 drain inlet, Type G1 drain inlet, 24x48" curb inlet, rock dissipation, flow control structure with weir.

2. Water System

- 2. 52 Lf of 8" DIP, 25 Lf of 6" DIP, 42 Lf of 8" C900, Fire hydrant, Water stub

Dry Utility Work

2. Traffic Signal / Street Lighting

- 2. (4) Traffic signal poles and foundation, pull box, conduits, conductors, removing misc. (4) light poles and flashing signs.

2. Electrical

- 2. 980 Lf of 4" primary conduit, 48 Lf of 6" primary conduit, (1) transformer pad, PMI-9 interrupter pad, junction pad.
- 2. Gas
 - 2. 610 Lf of 4" Gas line, Gas tie in.
- 2. Telephone
 - 2. 2,020 Lf of Frontier 4" DB120 Conduit, (3) Splice vaults
- 2. CCTV (Budget cost, no drawings)
 - 2. 2,576 Lf of 2" conduits, (5) pull boxes.

OFFSITE CONCRETE

1,090	SF	Vertical Curb		11,338	SF	Sidewalks
207	LF	Curb		1,524	LF	Curb and Gutter
45	LF	Deep Curb		442	SF	Driveway
126	LF	Concrete Swale		16	EA	Truncated Domes

CLARIFICATIONS

1. Existing Building and structure demolition is excluded from this proposal.
2. All PG&E structures are excluded in this proposal (I.e., conductors, transformers, interrupter, etc.)
3. Main Switchgear is estimated 1 year. MSB will not be ordered till TCCI receives written approval from the owner.
4. All Caltrans-related bonds and documents are excluded. Additional cost(s) will be incurred for TCCI to provide any bonds on this project.
5. Any existing utility poles, boxes and conduits that are not clearly marked on the drawings for relocation and/or removal are to be done by the utility company.
6. All work is based on normal business hours (Monday – Friday, 7AM – 5PM), any work requested to be done outside of that time will require an additional cost.
7. Proposal does not include any specialty Traffic Control (I.e., K Rails)
8. All utility excavations will be done using a John Deere 310 backhoe or similar. If the ground is too hard or is rock like conditions. There will be a change order to deal with the soil condition. No hammering or blasting is included in this proposal.
9. No work can commence until TCCI receives a signed contract, all project related permits and construction drawings approved by City/County/Jurisdiction.
10. This proposal does not include special testing (compaction, structural observation, concrete testing etc...). This work will be contracted by the owner.
11. Owner/Civil Engineer will provide CAD electronic file to TCCI for grade and building staking. Property corners will be marked by owner.
12. TCCI will implement owner provided SWPPP Plan. Monthly monitoring and reporting are not included.
13. Proposal excludes any significant changes from the bid set of drawings to the permit drawings.
14. Any price increases due to scope change or material price increase will be paid by the owner. All material pricing is held for 30 days.

15. All permit fees, utility fees, and meters are to be furnished by the owner. Town and Country Contractors, Inc. will assist the owner as necessary to obtain permits.
16. This project will be completed safely, ethically, on time, and within budget.
17. Proposal is valid for 90 days from the date listed above.

Sincerely,

Sean Murphy,
CEO/Owner