

Construction Contract

This Construction Contract ("Contract") is made as of January 20, 2026 ("Effective Date") by and between Thomas Portue ("Owner") of 2336 Hertiage Hills Dr, Pleasant Hill, California 94523, and Projat Solutions ("Contractor") of 2131 Knollwood Drive,, Martinez, California 94553.

The Contractor desires to provide construction services to the Owner and he Owner desires to obtain such services from the Contractor.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

Date this Contract was signed by the Owner: January 09, 2026

Any Notice of Cancellation can be sent to the Contractor at the following address:

Projat Solutions
2131 Knollwood Drive,
Martinez, California 94553
1130212

You are entitled to a completely filled-in copy of this agreement, signed by both you and the Contractor, before any work may be started.

1. Description of the Project and Description of the Significant Material To Be Used and Equipment To Be Installed Beginning on the Effective Date, the Contractor will provide to the Owner the following services (collectively, "Services"):

All work for the project will be performed in accordance with the approved plan from the city/county.

Remove Existing Deck

Remove Sheetrock in the garage

Prepare Site

Install 2x10 Joist (sister to existing Joist)

Install blocking as per the plan

Build railing, framing, and support

Install new stair Stingers for stairs

Build railing support for the new railing

Build Framing for a privacy wall

Install Trex Deck boards

Install Railing siding matching the existing

Install siding to privacy wall

Included all materials required for the project

Installed sheetrock, tape, and mud.

Paint the garage ceiling

Paint the railing.

Reconfigure 3 concrete steps as per the plan

Clean and dump

Dump leftover material

Contract Price: The Owner agrees to pay the Contractor \$74,692.00 for completing the work described as "the Project."

Down Payment: The down payment is \$1,000.00.

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

Schedule of Progress Payments: The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

Event: **At Material Order**

Payment Amount: \$22,000.00

Event: **891/893 unit Framing complete**

Payment Amount: \$10,000.00

Event: **891/893 unit complete**

Payment Amount: \$10,000.00

Event: **895/897 unit framing complete**

Payment Amount: \$10,000.00

Event: **895/897 unit complete**

Payment Amount: \$11,500.00

Event: **Final Payment**

Payment Amount: \$10,192.00

2. Scope of Work. The Contractor will provide all services, materials, and labor for the construction of Residential 4 Unit multiplex apartments described above at the property of Thomas Portue located at 891 Bell St, Lafayette, California, 94549 ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for the completion of construction.

The Contractor is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios, aprons, etc., unless they are specifically agreed to in writing.

3. Plans, Specifications, and Construction Documents. The Owner will make available to the Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for the Contractor to provide the Services described herein. Any such materials shall remain the property of the Owner. The Contractor will promptly return all such materials to the Owner upon completion of the Services.

4. Compliance With Laws. The Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, the federal Family and Medical Leave Act, the California Labor Code, the California Fair Employment and Housing Act, and the California Family Rights Act.

5. Work Site. The Owner warrants that the Owner owns the property herein described and is authorized to enter into this Contract. Prior to the start of construction, the Owner shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of the Owner's property will be clearly identified by stakes at all corners of the property. The Owner shall maintain these stakes in proper position throughout construction.

6. Materials and/or Labor Provided. The Contractor shall provide to the Owner a list of each and every party furnishing materials and/or labor to the Contractor as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This list of materials and/or labor shall be attached to this Contract as Exhibit A. The Contractor declares, under the laws of California, that this list is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

The Contractor may substitute materials only with the express written approval of the Owner, provided that the substituted materials are no lesser quality than those previously agreed upon by the Owner and the Contractor.

7. Approximate Start and Completion Dates. The Contractor shall commence the work to be performed within 30 days of the Effective Date and shall complete the work on or before September 18, 2026, time being of the essence of this Contract.

Upon completion of the project, the Owner agrees to sign a Notice of Completion within 15 days after the completion of the Contract. If the project passes its final inspection and the Owner does not provide the Notice, the Contractor may sign the Notice of Completion on behalf of the Owner.

8. Stop Work Order. The Owner may, at any time, direct the Contractor in writing to stop all or any part of the Work for a period of up to 90 days for the Owner's convenience and without cause ("Stop Work Order"). Upon receipt of a Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Services covered by the Stop Work Order. The Contractor shall continue Services not covered by the Stop Work Order unless otherwise directed by the Owner. The Owner may, at any time, withdraw the Stop Work Order or any part thereof through a written notice to the Contractor specifying the effective date and scope of withdrawal ("Resume Work Notice"). The Contractor shall resume diligent performance of the Services for which the Stop Work Order is withdrawn on the specified effective date. If the total or partial Stop Work Order results in additional time required or costs incurred by the Contractor to perform the Services, the Contract price and/or Contract time shall be equitably adjusted. The Contractor must assert its right to an equitable adjustment within 30 days after receipt of a Resume Work Notice. If the parties cannot agree on the equitable adjustment, the dispute shall be resolved according to the Contract's dispute resolution procedure. However, the Contractor shall proceed with the Services pending resolution of any dispute. The Contractor shall not be entitled to any damages arising from any delay, disruption, or other impact attributable to any Stop Work Order. The Contractor's sole remedy shall be an extension of time and/or equitable adjustment to the Contract price as provided herein.

9. Permits. The Owner shall obtain all necessary building permits. The Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to the Contractor under this Contract.

10. Mechanic's Lien Warning. Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay the Contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic's liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-Day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay the Contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from the Contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from the Contractor of all the subcontractors and material suppliers that work on your project. Find out from the Contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When the Contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the Contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Notice required by California Business and Professions Code § 7159(c)(4): When payment is made for any portion of the work performed, the Contractor shall prior to any further payment being made, furnish to the Owner a full and unconditional release from any claim or mechanic's lien pursuant to § 3114 of the Civil Code for that portion of the work for which payment has been made.

11. Change Order. Extra work and Change Orders become part of the Contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new Change Order. The Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments.

Notice required by California Business and Professions Code § 7159(e)(3):

The Owner may not require the Contractor to perform extra work or Change Order work without providing written authorization prior to the commencement of any work covered by the new Change Order. Extra work or a Change Order is not enforceable against the Owner unless the Change Order also identifies all of the following in writing prior to the commencement of any work covered by the new Change Order:

- (a) The scope of work encompassed by the Order,
- (b) The amount to be added or subtracted from the Contract price, and
- (c) The effect the Change Order will have on progress payments or the completion date.

Failure of the Contractor to comply with the requirements of this paragraph does not preclude the recovery of compensation for work based upon legal or equitable remedies designed to prevent unjust enrichment.

12. Commercial General Liability Insurance.

This Contractor carries commercial general liability insurance written by Berkshire Hathaway Direct Insurance Company. You may call the insurance company at 844-472-0967 to check the Contractor's insurance coverage.

13. Workers' Compensation Insurance. This Contractor carries workers' compensation insurance for all employees. A notice concerning workers' compensation insurance is attached to this Contract.

14. Insurance. Before work begins under this Contract, the Contractor shall furnish certificates of insurance to the Owner substantiating that the Contractor has placed in force valid insurance covering its full liability under the Workers' Compensation laws of California and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction-related accident and property damage incurred in rendering the Services.

15. Confidentiality. The Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Owner. The Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, the Contractor will return to the Owner all records, notes, documentation, and other items that were used, created, or controlled by the Contractor during the term of this Contract.

16. Indemnification. With the exception that this section shall not be construed to require indemnification by the Contractor to a greater extent than permitted under the public policy of California, the Contractor may agree to indemnify the Owner against, hold it harmless from and defend the Owner from all claims, loss, liability, and expense, including actual attorney's fees, arising out of or in connection with the Contractor's Services performed under this Contract. However, this indemnity does not extend to liability for loss or damage resulting to the extent the claims arise out of, pertaining to, or relating to the active negligence or willful misconduct of the Owner or the Owner's agents or employees.

17. Warranty. The Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in the Contractor's community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to the Contractor on similar projects. The Contractor shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by the Contractor and the Owner.

18. Free Access to the Worksite. The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. The Contractor also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions that do not cause health or safety hazards.

19. Utilities. The Owner shall provide and maintain water and electrical service, connect permanent electrical service, gas service, or oil service, whichever is applicable, and tanks and lines to the building constructed under this Contract after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. The Owner shall, at the Owner's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. The Owner shall permit the Contractor to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

20. Inspection. The Owner shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government department or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at the Owner's expense.

21. Default. The occurrence of any of the following shall constitute a material default under this Contract:

- (a) The failure of the Owner to make a required payment when due.
- (b) The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- (c) A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or when there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- (d) The failure of the Owner to make the building site available or the failure of the Contractor to deliver the Services in the time and manner provided for in this Contract.

22. Remedies. In addition to any and all other rights a party may have available according to law of California, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving the said notice shall have 60 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 60 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

23. Force Majeure. If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemics, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

24. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute or is unavailable, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law, including filing suit.

25. Entire Agreement. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

This Contract is a complete and exclusive statement of the terms of the agreement between the parties, as provided for under section 1856, subdivision (b), of the California Code of Civil Procedure, except in so far as documents are required to be completed to give effect to the terms of this Contract.

26. Severability. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

27. Amendment. This Contract may be modified or amended in writing if the writing is signed by each party.

28. Governing Law. This Contract shall be construed in accordance with, and governed by the laws of California, without regard to any choice of law provisions of California or any other jurisdiction.

29. Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

30. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

31. Information About the Contractor's State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

32. Signatories. This Contract shall be signed by Thomas Portue and on behalf of Projat Solutions by Prithvi Singh, Owner (Contractor's License: 1130212) and shall be effective as of the date first written above.

THE OWNER HAS THE RIGHT TO REQUEST A PERFORMANCE AND PAYMENT BOND ON THE PROJECT WHICH ENSURES THE PROJECT WILL BE COMPLETED ACCORDING TO THIS CONTRACT AND THAT LIENS ON THIS JOB ARE DISCHARGED IN RETURN FOR PAYMENT IN FULL BY THE OWNER.

You are entitled to a completely filled in copy of this Contract, signed by both you and the Contractor, before any work may be started.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the checkbox if the Contractor has given you a notice of the Seven-Day Right to Cancel.

Owner's Initials _____

This Contract is entered into as of the date written below.

Contractors are required by laws of the State of California to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the California Department of Consumer Affairs, Contractors State License Board.

The Owner:

By: Thomas Portue

Date: 01/13/2026

Thomas Portue

The Contractor:

Projat Solutions

Contractor's License: 1130212

By: Prithvi Singh

Date: 01/13/2026

Prithvi Singh

Owner

California Home Improvement Contract - Change Order Form

Contractor Name:

(License Number:

_____)

Address:

Address:

City: _____, State: _____ ZIP: _____

Name of Salesperson:

(Registration Number of Salesperson:

_____)

Owner Name:

_____ and

Contractor Name: _____ agree that the contract

dated (Date)

____/____/____ is incorporated by reference in its entirety into this California Home Improvement Change Order and is changed as described below.

Description of the Change and Description of the Significant Materials To Be Used and Equipment To Be Installed Under This Change.

Notice of Seven-Day Right To Cancel

January 09, 2026

You, the Owner, have the right to cancel this Contract within seven business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the seventh business day after you receive a signed and dated copy of the Contract that includes this Notice. Include your name, your address, and the date you received the signed copy of the Contract and this Notice.

If you cancel, the Contractor must return to you anything you paid within 10 days of receiving the Notice of Cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this Contract or sale. Or, you may, if you wish, comply with the Contractor's instructions on how to return the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of your Notice of Cancellation, you may keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of the Notice of Cancellation, or any other written notice to:

Projat Solutions

2131 Knollwood Drive,

Martinez, California 94553

not later than midnight of (Date) ____/____/____

California Business and Professions Code Section § 7159 requires that this form be signed and dated when the Contract is signed.

My signature below acknowledges receipt of this Notice of Seven-Day Right To Cancel and two copies of the form Notice of Cancellation.

Date: January 09, 2026

Signature of Owner

Notice of Cancellation (California Business and Professions Code § 7159)

January 09, 2026

You may cancel this transaction, without any penalty or obligation, within seven business days from the above date. If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your Notice of Cancellation, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation, or any other written notice, or send a telegram to:

Projat Solutions

2131 Knollwood Drive,

Martinez, California 94553

Any cancellation must occur no later than midnight of

(Date) ____/____/____.

I hereby cancel this transaction:

Date of cancellation (Date) ____/____/____

Signature of Owner