



Proposal

EST. 2004

5321 84th St. Sacramento, CA 95826
CA Lic. #827350A
NV Lic. #0076910
DIR Registration #1000006320
Phone: (916) 379-9769 | Fax: (916) 379-9748

Date: 01/24/2025

To:	Project:
Nepenthe Association C/O First Service Residential ATTN: Nicole Marks 1131 Commons Dr Sacramento, CA 95825 nicole.marks@fsresidential.com Phone: 916.929.8380	WO#: 1264301 Pothole Repair 312-322 Elmhurst Cir Sacramento, CA
	Estimator : Dennis Breault - Mobile Phone: (916) 213-0847 Email: dbreault@breaultasphalt.com

Scope of Work

Excavate selected asphalt failure to a depth of 3" and haul debris from site. Apply performance grade tack coat to vertical edges and furnish and place 3" thick of 1/2" state spec hot mix asphalt to same and compact to maximum density.
NTE 80 SF in 1 Location

TOTAL: \$3,437.00

*Estimate based on a single weekday mobilization. Affected residents must move vehicles out of alley way from 8AM to approx. 5PM on the scheduled work day.

TOTAL: \$ 3,437.00



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Acceptance of Proposal and Breault Asphalt's Terms & Conditions

Accepted by:	Courtenay Delfin
Title:	President
Date:	2/5/2025

Exclusions

Breault Asphalt Maintenance, Inc.

Terms and Conditions

1. Breault Asphalt Maintenance, Inc. carries the following insurance limits: General Aggregate \$2 Million. Completed Operations Aggregate \$2 Million. Personal Injury \$2 Million. Each Occurrence \$2 Million.
2. Under the California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps improve your property, but is not paid for work, has the right to enforce a claim against your property. Release of full liability will be provided after full payment has been received.
3. There shall be a one (1) year guarantee on the material and all workmanship, except as applied to cracks and temporary patches. The guarantee shall be to the replacement of the material and application of same.
4. Work to be done in accordance with specifications and quantities identified on proposal. Any alteration or deviation for the specifications involving extra costs will be executed only upon written orders and will become an extra charge over the proposal. Underground piping, soft or unsuitable sub grade are all reason for written change orders. All agreements are contingent upon strikes, accidents, or delays beyond our control.
5. The contract does not include permits, bond or any form of engineering unless otherwise specified.
6. You agree to pay Breault Asphalt Maintenance, Inc. in full upon completion of work. (All accounts not paid in full within 30 days after completion shall bear 2% per month of invoice equal to 24% APR or the highest amount allowed by law, if lower.)
7. You agree that to the fullest extent permitted by law Breault Asphalt Maintenance, Inc.'s total liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relates to the project of this agreement from any cause or causes including but not limited to Breault Asphalt Maintenance under this agreement.
8. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration under California Code of Civil Procedure Section 1280 et seq. The parties shall mutually agree on an arbitrator and if they cannot agree, one shall be appointed by the Presiding Judge of the Superior Court of the county where the primary work is performed. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event arbitration or other litigation arising out of or in connection with this Agreement between the parties hereto, the prevailing party shall be entitled to recover reasonable attorneys' fee and expenses.
9. If you are a consumer, you may cancel this transaction at any time prior to midnight of the third business day following the acceptance of this contract.
10. National and regional supply shortages for the raw materials needed to complete this project (oil, natural gas, propane, asphalt concrete, aggregate base, diesel and gasoline) may significantly increase after the date of this proposal. In the event of supplier price escalation greater than five percent, Breault Asphalt Maintenance, Inc. reserves the right to increase our prices to reflect the changes in supplier pricing. Any increase in prices shall be mutually agreed upon between Breault Asphalt Maintenance, upon two (2) days written notice.
11. Breault Asphalt Maintenance, Inc. is not signatory with any labor organization and shall not by virtue of any contract agreement, become bound to any provisions of any collective bargaining agreement with any labor organization for any purpose.
12. Crackfilling is an important part of the pavement maintenance process and is recommended to be performed on a yearly basis. Many factors can cause cracks to develop and/or reoccur: poor compaction, unstable soil, water intrusion, tree roots, et cetera. Due to these circumstances, we cannot guarantee or offer any warrantee against cracks reopening at any time.

*Note: This proposal may be withdrawn by us if not accepted within 30 days.

"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; Contractors State License Board, 3132 Bradshaw Rd., Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826