

RE: MICRO PAVING, ASPHALT PRESERVATION

Background:

Throughout the year, Street Department staff evaluate street/asphalt conditions and determine if repairs are needed. If so, what is the best course of action. While some street/asphalt repairs require more drastic repair measures such as Mill & Overlays, others are still in good enough condition to preserve or extend their life.

Micro Paving is a tried-and-true method of extending the life span of asphalt roadways by sealing reflective cracking, stopping oxidization, and adding aggregate materials back to the roadway. This process can extend the life span of roadways by five to ten years at a much lower cost than conventional methods such as Mill & Overlays.

Analysis:

By utilizing a Greene County Mo. contract with Donelson Construction, Street Department staff are requesting approval to enter into an agreement with Donelson Construction with a Not to Exceed amount of \$314,018.65 to perform Micro Paving at various locations in Nixa.

Recommendation:

It is staff's recommendation to enter into this agreement for roadway preservation.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent
jroussell@nixa.com | 417-725-2353

RESOLUTION NO. 2023-31

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH DONELSON CONSTRUCTION FOR MICRO PAVING SERVICES.

WHEREAS City staff, pursuant to the City's adopted purchasing procedures (Resolution 2019-113), as amended, have utilized the cooperative purchasing provisions of said policy to select Donelson Construction to provide micro paving services to the City's streets; and

WHEREAS after reviewing all submitted bids, City staff has determined that Hamby Construction LLC ("Contractor") provided the best bid for the Project; and

WHEREAS City Council desires to authorize the City Administrator to execute the Contract attached hereto as "Resolution Exhibit A."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: City Council hereby accepts the bid of the Contractor for the Project at the price and sum of \$314,018.65. The City Administrator, or designee, is hereby authorized and directed to enter into a contract with the Contractor. Said contract to be in substantially similar form as the document attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A."

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

RESOLUTION NO. 2023-31

ADOPTED BY THE COUNCIL THIS 26th DAY OF June, 2023.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2023.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
<input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> ADDENDUM NO. __		
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Email: jroussell@nixa.com Attn: Jeff Roussell Dept: Street		Name: Donelson Construction Company, LLC Address: 1075 Wise Hill Rd. Clever, MO 65631 Phone: 417-743-2694 Email: bdonelson@cleverstone.com Attn: Bryant Donelson

CONTRACT FOR MICRO PAVING SERVICES

THIS CONTRACT FOR MICRO PAVING SERVICES ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after utilizing a cooperative contract provided by Greene County (Contract #16-0798), desires to engage Contractor to perform approximately 52,933 square yards of micro paving services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws. The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor. Work is to be completed within 120 calendar days after Notice to Proceed is issued.

2. Payment.

2.1. Conditioned on acceptable performance. Provided that Contractor performs the Services in the manner set forth herein, the City shall pay the Contractor in accordance with the provisions set forth in Exhibit B, which shall constitute full and complete compensation for the

Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done.

2.2. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$314,018.65** unless specifically and mutually agreed to in writing by both the City and the Contractor.

2.3. Payment. Payment shall only occur when the Contractor has completed all the work required under the terms of this Contract and such work was completed in compliance with this Contract. The acceptance of Payment under this Contract expressly constitutes a release of the City by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract.

3. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

4. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

5. Termination.

5.1. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

5.2. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such an event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

5.3. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

5.4. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and

other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

6. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances, and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

7. Confidentiality. Any reports, data, or similar information given to, prepared, or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

8. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

9. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

10. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

10.1. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

10.2. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

11. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or

federal requirement. The cost for this occupational license shall be borne by the Contractor.

12. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be provided to the City within 10 days of execution of this Contract. All insurance policies shall require that the insurance company in question provides 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

The required minimum coverage for the insurance referred to herein shall be as set out below:

12.1. Workers' Compensation – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00

12.2. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting, if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least \$3,258,368.00 for all claims arising out of a single accident or occurrence and at least \$488,755.00 with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers, and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers, or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

12.3. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at \$3,258,368.00 for all claims arising out of a single accident or occurrence and at least \$488,755.00 with respect to injuries and/or death of any one person in a single accident or occurrence.

12.4.Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

12.5.Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

12.6.Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

13. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

14. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. Liability and Indemnity.

15.1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

15.2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages,

costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

15.3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

15.4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

15.5. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

15.6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

15.7. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

16. Contract Documents. The entire Contract of the parties shall consist of the following documents:

This Contract
Exhibit A- Scope of Work
Exhibit B- Rate Sheet/Cooperative Price Sheet

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. In the event of a conflict between terms, the terms of this Contract shall control over the terms of the exhibits.

17. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

17.1. If the Contractor is a foreign corporation, a certificate of authority to transact business in

the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

17.2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

19. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

20. Compliance with Laws. Contractor agrees to comply with all applicable federal, state, and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

21. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

22. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour constructions safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for any employee found in violation).

24. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program

with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

25. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

CONTRACTOR

Michael J. Donelson

Printed Name

Managing Member,
Title Donelson Construction Co., LLC

Date: 6/14/23

ATTEST:

Tara E. Meyer

Tara E. Meyer
Printed Name

Title: Office Manager

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

Scope of Work
Micro Paving Services

The Scope of Work for this project is to complete Micro Paving on city streets: Modified Aggregate Quick Set (MAQS®) Surfacing and PressurePave® Systems Pressure Pave applied to various streets throughout Nixa.

Pressure Pave as a preventative maintenance measure to correct failing, cracked asphalt in various locations where conventional crack sealing and / or a hot mix asphalt overlay is too costly.

The contractor shall do all the work and furnish all the materials, tools, equipment, safety devices. Provide signage necessary to perform this task. The signage provided must follow current Manual on Uniform Traffic Control Devices. The contractor shall complete the work to the satisfaction of the City of Nixa, at the price herein agreed upon.

The contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

The contractor shall ensure that the applied material is protected from traffic until properly cured and will not constitute a hazard to the traveling public. Any damage to the material, because of tracking, shall be repaired by the contractor at their expense.



Ph: (417) 743-2694
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

April 13, 2023

Larry Moore
City of Nixa
1111 Kathryn St
Nixa, MO 65714

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented Modified Aggregate Quick Set (MAQS®) Surfacing and PressurePave® Systems. The prices include all labor equipment, materials and traffic control.

The unit prices for the separate materials are as follows (per yd2):

MAQS-PressurePave®-	\$1.25
MAQS®-2 Scratch	\$5.10
MAQS®-2	\$5.10

Daisy Falls Dr	From:	Cheyenne Rd	To:	Peach Brook	Yd2:	8,110
MAQS-PressurePave®-				\$10,137.50		
MAQS®-2 Scratch				\$357.00	Scratch yd2:	70
MAQS®-2				\$41,361.00		
Total				\$51,855.50		
Peach Brook	From:	Brook Forest	To:	north CDS	Yd2:	4,018
MAQS®-2 Scratch				\$0.00	Scratch yd2:	-
MAQS®-2				\$20,491.80		
Total				\$20,491.80		
Brook Forest Dr	From:	Majestic Oak Dr	To:	asphalt chg @ 710	Yd2:	2,042
MAQS-PressurePave®-				\$2,552.50		
MAQS®-2 Scratch				\$204.00	Scratch yd2:	40
MAQS®-2				\$10,414.20		
Total				\$13,170.70		
Scenic View Ct	From:	Brook Forest	To:	east CDS	Yd2:	1,796
MAQS-PressurePave®-				\$2,245.00		
MAQS®-2 Scratch				\$183.60	Scratch yd2:	36
MAQS®-2				\$9,159.60		
Total				\$11,588.20		

Notting Hill Gate	From:	Carriage Crossing	To:	asphalt chg @ 710	Yd2:	1,387
MAQS-PressurePave®-				\$1,733.75	Scratch yd2:	36
MAQS®-2 Scratch				\$183.60		
MAQS®-2				\$7,073.70		
Total				\$8,991.05		

Kingsgate Ct	From:	Notting Hill Gate	To:	north CDS	Yd2:	1,197
MAQS-PressurePave®-				\$1,496.25	Scratch yd2:	225
MAQS®-2 Scratch				\$1,147.50		
MAQS®-2				\$6,104.70		
Total				\$8,748.45		

Gallup Hill Rd	From:	Ozark St	To:	asphalt chg @ 624	Yd2:	3,039
MAQS®-2 Scratch				\$255.00	Scratch yd2:	50
MAQS®-2				\$15,498.90		
Total				\$15,753.90		

Amberwood Cir	From:	Gallup Hill Rd	To:	south CDS	Yd2:	1,358
MAQS®-2 Scratch				\$117.30	Scratch yd2:	23
MAQS®-2				\$6,925.80		
Total				\$7,043.10		

Ashwood Ct	From:	Gallup Hill Rd	To:	south CDS	Yd2:	1,358
MAQS®-2 Scratch				\$209.10	Scratch yd2:	41
MAQS®-2				\$6,925.80		
Total				\$7,134.90		

Stoney Path	From:	Gallup Hill Rd	To:	asphalt chg @ 571	Yd2:	2,282
MAQS®-2 Scratch				\$117.30	Scratch yd2:	23
MAQS®-2				\$11,638.20		
Total				\$11,755.50		

Pinehurst St	From:	Pembroke Ave	To:	Cambridge Ave	Yd2:	1,365
MAQS-PressurePave®-				\$1,706.25	Scratch yd2:	23
MAQS®-2 Scratch				\$117.30		
MAQS®-2				\$6,961.50		
Total				\$8,785.05		

Cambridge Ave	From:	Pinehurst St	To:	Linwood Ave	Yd2:	2,231
MAQS-PressurePave®-				\$2,788.75	Scratch yd2:	28
MAQS®-2 Scratch				\$142.80		
MAQS®-2				\$11,378.10		
Total				\$14,309.65		

Timber Ridge	From:	Pembrook Ave	To:	north end	Yd2:	1,661
MAQS-PressurePave®-				\$2,076.25	Scratch yd2:	45
MAQS®-2 Scratch				\$229.50		
MAQS®-2				\$8,471.10		
Total				\$10,776.85		
Linwood Ave	From:	Timber Ridge	To:	asphalt chg @ 975	Yd2:	1,488
MAQS-PressurePave®-				\$1,860.00	Scratch yd2:	9
MAQS®-2 Scratch				\$45.90		
MAQS®-2				\$7,588.80		
Total				\$9,494.70		
Butterfield Dr	From:	Gregg Rd	To:	Norton Rd	Yd2:	8,082
MAQS-PressurePave®-				\$10,102.50	Scratch yd2:	102
MAQS®-2 Scratch				\$520.20		
MAQS®-2				\$41,218.20		
Total				\$51,840.90		
Red Maple	From:	south asphalt chg	To:	north CDS	Yd2:	1,141
MAQS-PressurePave®-				\$1,426.25	Scratch yd2:	71
MAQS®-2 Scratch				\$362.10		
MAQS®-2				\$5,819.10		
Total				\$7,607.45		
Holly Ct	From:	Butterfield Dr	To:	south CDS	Yd2:	664
MAQS-PressurePave®-				\$830.00	Scratch yd2:	17
MAQS®-2 Scratch				\$86.70		
MAQS®-2				\$3,386.40		
Total				\$4,303.10		
Chinkapin Ave	From:	Butterfield Dr	To:	north asphalt chg	Yd2:	347
MAQS-PressurePave®-				\$433.75	Scratch yd2:	7
MAQS®-2 Scratch				\$35.70		
MAQS®-2				\$1,769.70		
Total				\$2,239.15		
Oakhurst Dr	From:	Gregg Rd	To:	Laurel Ln	Yd2:	1,488
MAQS®-2 Scratch				\$122.40	Scratch yd2:	24
MAQS®-2				\$7,588.80		
Total				\$7,711.20		
Laurel Ln	From:	north end	To:	south CDS	Yd2:	1,925
MAQS®-2 Scratch				\$81.60	Scratch yd2:	16
MAQS®-2				\$9,817.50		
Total				\$9,899.10		

Maple Crest Dr	From: Oakhurst St	To: south CDS	Yd2: 1,492
MAQS®-2 Scratch	\$66.30		Scratch yd2: 13
MAQS®-2	\$7,609.20		
Total	\$7,675.50		

Tori Dr	From: Nicholas Rd	To: Ryleigh Cir	Yd2: 2,145
MAQS®-2 Scratch	\$86.70		Scratch yd2: 17
MAQS®-2	\$10,939.50		
Total	\$11,026.20		

Ryleigh Cir	From: Tori Dr	To: Tyler Ln	Yd2: 881
MAQS®-2 Scratch	\$0.00		Scratch yd2: -
MAQS®-2	\$4,493.10		
Total	\$4,493.10		

Tyler Ln	From: Ryleigh Cir	To: west CDS	Yd2: 1,436
MAQS®-2 Scratch	\$0.00		Scratch yd2: -
MAQS®-2	\$7,323.60		
Total	\$7,323.60		

GRAND TOTAL: \$314,018.65



1075 Wise Hill Road, Clever, MO 65631

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2023 Greene County Cooperative Agreement Pricing - Other Agencies

	<u>Modified Aggregate</u> <u>Quick Set (per yd²)</u>	<u>PressurePave Sealant</u>	<u>Hot Rubber Crack Filler</u>
Level 1	MAQS - 1 \$ 4.36		
	MAQS - 1 + \$ 4.60		
	MAQS - 2 \$ 4.84	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 5.30		
	MAQS - 3 \$ 5.73		
	MAQS - FlexScratch (Same prices as above)		
Level 2	MAQS - 1 \$ 4.62		
	MAQS - 1 + \$ 4.91		
	MAQS - 2 \$ 5.10	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 5.50		
	MAQS - 3 \$ 5.87		
	MAQS - FlexScratch (Same prices as above)		
Level 3	MAQS - 1 \$ 4.94		
	MAQS - 1 + \$ 5.20		
	MAQS - 2 \$ 5.42	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 5.90		
	MAQS - 3 \$ 6.33		
	MAQS - FlexScratch (Same prices as above)		
Level 4	MAQS - 1 \$ 5.30		
	MAQS - 1 + \$ 5.53		
	MAQS - 2 \$ 5.73	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 6.09		
	MAQS - 3 \$ 6.45		
	MAQS - FlexScratch (Same prices as above)		
Level 5	MAQS - 1 \$ 5.54		
	MAQS - 1 + \$ 5.76		
	MAQS - 2 \$ 5.98	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 6.39		
	MAQS - 3 \$ 6.80		
	MAQS - FlexScratch (Same prices as above)		
Level 6	MAQS - 1 \$ 5.67		
	MAQS - 1 + \$ 5.99		
	MAQS - 2 \$ 6.30	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 6.73		
	MAQS - 3 \$ 7.15		
	MAQS - FlexScratch (Same prices as above)		