



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 \$392,442.50 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. 2024-44

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT IN THE AMOUNT OF \$392,442.50**
3 **WITH DONELSON CONSTRUCTION COMPANY, LLC, FOR MICRO-PAVING**
4 **CONSTRUCTION SERVICES.**

5 _____
6
7 **WHEREAS** the Nixa City Code authorizes the City to participate in cooperative
8 purchasing arrangements provided that, when a cooperative purchase exceeds
9 \$10,000.00, the purchase must be submitted to City Council for approval; and

10
11 **WHEREAS** City Council desires to authorize the City Administrator to execute the
12 Contract attached hereto as "Resolution Exhibit A."

13
14 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
15 **NIXA, AS FOLLOWS, THAT:**

16
17 **SECTION 1:** The City Council hereby authorizes the City Administrator, or
18 designee, to enter into a contract with the Contractor. Said contract shall be in
19 substantially similar form as the document attached hereto, and incorporated herein by
20 this reference, as "Resolution Exhibit A." The City Administrator and the officers of the
21 City are hereby authorized to do all things necessary or convenient to carry out the terms
22 and intent of this Resolution.

23
24 **SECTION2:** This Resolution shall be in full force and effect from and after its final
25 passage by the City Council and after its approval by the Mayor, subject to the provisions
26 of section 3.11(g) of the City Charter.

27
28 **ADOPTED BY THE COUNCIL THIS 8th DAY OF JULY 2024.**

29
30 ATTEST:

31
32 _____
33 PRESIDING OFFICER

34 _____
35 CITY CLERK

36 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2024.**

37 ATTEST:

38
39 _____
40 MAYOR

41 _____
42 CITY CLERK

43 APPROVED AS TO FORM:

44 _____
45 CITY ATTORNEY

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT () 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: Public Works – Street		Name: Donelson Construction Company, LLC Address: 1075 Wise Hill Rd. Clever, MO 65631 Phone: 417.743.2694 Email: bdonelson@cleversone.com Attn: Bryant Donelson

CONTRACT FOR MICRO PAVING CONSTRUCTION SERVICES

THIS CONTRACT FOR MICRO PAVING CONSTRUCTION SERVICES (“Contract”) is made and entered into upon its execution by the City of Nixa, Missouri, a constitutional charter city organized under the laws of the State of Missouri (“City”) and Donelson Construction Company, LLC, a Missouri Limited Liability Company (“Contractor”).

WHEREAS the City, utilizing a cooperative contract provided by Greene County (referenced as Contract #16-0798), desires to engage Contractor to preform approximately 60,764 square yards of micro paving; and

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

WHEREAS the Contractor desires to perform such work 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. Manner and Time for Completion. The Contractor agrees to perform and undertake the Services described herein. The Contractor shall perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor’s profession in the performance of similar services. The Services are more specifically described in **Exhibit A**, which is attached hereto and incorporated herein by this reference (“Services”). 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 within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Administrator for City, within 30 days after the date of execution of this Contract. If such order is not issued within 30 days after execution of this Contract, then this Contract shall terminate.

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 hereunder. No partial payment to the Contractor shall operate as

approval or acceptance of any work or materials furnished hereunder.

2.2. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$392,442.50** unless specifically and mutually agreed to in writing by both the City and the Contractor.

2.3. Final Completion and Payment.

2.3.1. Final Completion is the point at which all work under this Contract has been completed by the Contractor in strict compliance with the terms of this Contract and the Contractor is ready to receive its Payment. Final Completion will only occur when all of the following conditions, unless waived in writing by the City, have been satisfied:

2.3.1.1. All work is complete and in compliance with this Contract.

2.3.1.2. Contractor has submitted to the City a Payment Application for all funds remaining due under the Contract.

2.3.1.3. Contractor has completed all of its obligations under this Contract, including, without limitation, provided all manufacturer's warranties or any other warranties which are part of the project, provided any manuals for the operation and maintenance of equipment and systems which are part of the project, provided any as-builts or other drawings, any documentation transferring to City ownership of all equipment and materials which are part of the project, and any other close-out requirements reasonably required by the City.

2.3.1.4. Contractor has delivered to the City a final claim statement setting forth in detail all claims of any kind pending against the City or any indemnitee connected with or arising out of this Contract that are pending but not yet resolved. Any claim not specified by the Contractor, whether on behalf of itself or of its subcontractors, shall be deemed waived.

2.3.2. The Contractor shall notify the City, in writing, when it considers Final Completion achieved. After receiving such notice, the City shall, within a reasonable time, thereafter, schedule an inspection of the work to determine if Final Completion has been achieved. If the City determines that Final Completion has not been achieved, the City shall promptly provide the Contractor with a list of items to be completed or corrected to enable City to certify that Final Completion has been achieved. The Contractor shall promptly perform such work and notify the City upon completion so another inspection can be scheduled. If the City determines that Final Completion has been achieved, the City shall promptly notify the Contractor that all requirements have been met.

2.3.3. 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. 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 always maintain adequate insurance coverage 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:

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

3.2. 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 \$3,370,137.00 for all claims arising out of a single accident or occurrence and at least \$505,520.00 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.

3.3. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of \$3,370,137.00 for all claims arising out of a single accident or occurrence and at least \$505,520.00 with respect to injuries and/or death of any one person in a single accident or occurrence.

3.4. 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.

3.5. 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.

3.6. 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.

4. 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.

5. 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.

6. Termination.

6.1. 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.

6.2. 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. Liability and Indemnity.

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.

8. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

9. 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

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.

10. Conflict of Interest. Contractor certifies that no member or officer of its firm or corporation 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.

11. 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.

12. 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.

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

12.2. 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.

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

13.1. 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.

13.2. 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.

14. 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. Notice information may be updated by the respective party upon reasonable notice of such change to the other party.

15. 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 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 Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

16. 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. No contract will be executed by the City until this occupational license has been obtained.

17. 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.

18. 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.

19. 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.

20. City Representative Unless specifically provided to the contrary herein, approval of the City may be given by the City Administrator, or their authorized designee, without the need for any further action of the City Council. The City Administrator, or their authorized designee, is the City's authorized representative for purposes of carrying out the terms of this Contract. Amendments or modifications to the terms of this Contract shall be approved by the City Council of City.

21. 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 employee found in violation).

22. 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.

23. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Missouri Revised Statute Section 34.600, 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.

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

Scope of Work
Micro Paving Services

The Scope of Work for this Contract is to complete Micro Paving on city streets. Contractor shall apply a Modified Aggregate Quick Set (MAQS®) Surfacing and PressurePave® Systems Pressure Pave applied to various streets throughout Nixa. The specific streets are identified on Exhibit B.

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

May 15, 2024

Various streets

Larry Moore
 City of Nixa
 715 W. Mt. Vernon St
 Nixa, MO 65714

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented PressurePave®-Modified Aggregate Quick Set (MAQS®) Systems. The prices include all labor equipment, materials and traffic control. Marking removal & replacement and structural patching/reconstruction of pavement, shall be done by others.

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

MAQS-PressurePave®-	\$1.25
MAQS®-2 Scratch	\$5.16
MAQS®-2	\$5.16

Birch St	From: 917 Birch St	To: Juniper Ln	Yd2: 1,408
MAQS-PressurePave®-			\$1,760.00
MAQS®-2 Scratch			\$206.40
MAQS®-2			\$7,265.28
Total			\$9,231.68
			Scratch yd2: 40

Hackberry Ave	From: Hickory Ln	To: north CDS	Yd2: 1,783
NO MAQS-PressurePave®-			\$0.00
MAQS®-2 Scratch			\$0.00
MAQS®-2			\$9,200.28
Total			\$9,200.28
			Scratch yd2: -

Juniper Ln	From: Birch St	To: Hackberry Ave	Yd2: 1,610
MAQS-PressurePave®-			\$2,012.50
MAQS®-2 Scratch			\$15.48
MAQS®-2			\$8,307.60
Total			\$10,335.58
			Scratch yd2: 3

Hickory Ln	From: Butterfield Dr	To: Hackberry Ave	Yd2: 4,575
NO MAQS-PressurePave®-			\$0.00
MAQS®-2 Scratch			\$221.88
MAQS®-2			\$23,607.00
Total			\$23,828.88
			Scratch yd2: 43

Hickory Nut Ct	From: Hickory Ln	To: southeast CDS	Yd2: 975
MAQS-PressurePave®-		\$1,218.75	Scratch yd2: 31
MAQS®-2 Scratch		\$159.96	
MAQS®-2		\$5,031.00	
Total		\$6,409.71	

Ash Cir	From: Hickory Ln	To: west CDs	Yd2: 715
MAQS-PressurePave®-		\$893.75	Scratch yd2: 24
MAQS®-2 Scratch		\$123.84	
MAQS®-2		\$3,689.40	
Total		\$4,706.99	

Pecan Ln	From: Birch St	To: Hickory Ln	Yd2: 1,507
MAQS-PressurePave®-		\$1,883.75	Scratch yd2: 28
MAQS®-2 Scratch		\$144.48	
MAQS®-2		\$7,776.12	
Total		\$9,804.35	

Chinkapin Ave	From: Butterfield Dr	To: Mimosa Ct	Yd2: 589
MAQS-PressurePave®-		\$736.25	Scratch yd2: 15
MAQS®-2 Scratch		\$77.40	
MAQS®-2		\$3,039.24	
Total		\$3,852.89	

Mimosa Ct	From: Chinkapin Ave	To: east CDS	Yd2: 968
MAQS-PressurePave®-		\$1,210.00	Scratch yd2: 94
MAQS®-2 Scratch		\$485.04	
MAQS®-2		\$4,994.88	
Total		\$6,689.92	

Walleye St	From: Weldon Dr	To: north pvmnt chg	Yd2: 5,303
MAQS-PressurePave®-		\$6,628.75	Scratch yd2: 200
MAQS®-2 Scratch		\$1,032.00	
MAQS®-2		\$27,363.48	
Total		\$35,024.23	

Scott Wayne Dr	From: Walleye St	To: 130' west	Yd2: 486
MAQS-PressurePave®-		\$607.50	Scratch yd2: 30
MAQS®-2 Scratch		\$154.80	
MAQS®-2		\$2,507.76	
Total		\$3,270.06	

Dyann Dr	From: 130' west	To: 130' east	Yd2: 1,022
MAQS-PressurePave®-		\$1,277.50	Scratch yd2: 76
MAQS®-2 Scratch		\$392.16	
MAQS®-2		\$5,273.52	
Total		\$6,943.18	

Barracuda Dr	From: Walleye St	To: 130' west	Yd2: 514
MAQS-PressurePave®-		\$642.50	
MAQS®-2 Scratch		\$304.44	Scratch yd2: 59
MAQS®-2		\$2,652.24	
Total		\$3,599.18	

Striper Dr	From: Walleye St	To: Bluegill St	Yd2: 3,170
MAQS-PressurePave®-		\$3,962.50	
MAQS®-2 Scratch		\$2,027.88	Scratch yd2: 393
MAQS®-2		\$16,357.20	
Total		\$22,347.58	

Rainbow St	From: Striper Dr	To: north pvmnt chg	Yd2: 944
MAQS-PressurePave®-		\$1,180.00	
MAQS®-2 Scratch		\$443.76	Scratch yd2: 86
MAQS®-2		\$4,871.04	
Total		\$6,494.80	

Canterberry Ln	From: Kings Carriage Blvd	To: Gallup Hill Rd	Yd2: 2,884
MAQS-PressurePave®-		\$3,605.00	
MAQS®-2 Scratch		\$1,274.52	Scratch yd2: 247
MAQS®-2		\$14,881.44	
Total		\$19,760.96	

Elegant Ave	From: seam @ Richmond Addition	To: Ozark Rd	Yd2: 6,612
MAQS-PressurePave®-		\$8,265.00	
MAQS®-2 Scratch		\$1,702.80	Scratch yd2: 330
MAQS®-2		\$34,117.92	
Total		\$44,085.72	

Old Bittersweet St skid	From: Ozark St	To: 1st driveway	Yd2: 928
MAQS-PressurePave®-		\$1,160.00	
MAQS®-2 Scratch		\$185.76	Scratch yd2: 36
MAQS®-2		\$4,788.48	
Total		\$6,134.24	

Main St	From: North St	To: south county line	Yd2: 15,832
MAQS-PressurePave®-		\$19,790.00	
MAQS®-2 Scratch		\$0.00	Scratch yd2: -
MAQS®-2		\$81,693.12	
Total		\$101,483.12	

Little Eagle Dr	From: South St	To: north drain grate	Yd2: 569
MAQS-PressurePave®-		\$711.25	
MAQS®-2 Scratch		\$0.00	Scratch yd2: -
MAQS®-2		\$2,936.04	
Total		\$3,647.29	

Southgate Dr	From: South St	To: Gate Ln	Yd2: 2,941
MAQS-PressurePave®-		\$3,676.25	
MAQS®-2 Scratch		\$402.48	Scratch yd2: 78
MAQS®-2		\$15,175.56	
Total		\$19,254.29	

Gate Ln	From: Southgate Dr	To: Harrison St	Yd2: 1,183
MAQS-PressurePave®-		\$1,478.75	
MAQS®-2 Scratch		\$51.60	Scratch yd2: 10
MAQS®-2		\$6,104.28	
Total		\$7,634.63	

Gregg Rd	From: S of Butterfield Dr	To: Inman Rd asphalt chg	Yd2: 4,246
MAQS-PressurePave®-		\$5,307.50	
MAQS®-2 Scratch		\$1,486.08	Scratch yd2: 288
MAQS®-2		\$21,909.36	
Total		\$28,702.94	

GRAND TOTAL: \$392,442.50