



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Approve a one (1) year contract extension for Asphalt Rejuvenation with Pavement Technologies Inc.

Prepared By: Jeanna Vanek

Subject: Asphalt Rejuvenation Extension

Background: Council approved the existing contract on September 2, 2025, following an invitation to bid for the services, which allowed for a one-year extension.

Findings/Current Activity: The vendor has continued to demonstrate excellent performance in rejuvenation services.

Financial Impact: Payment terms remain the same as the original proposal.

Action options/Recommendations:

Recommend approval of a one (1) year contract extension and authorize the City Administrator to enter into an agreement for one (1) year contract extension.

Attachment: Contract extension.

ADDENDUM TO ASPHALT REJUVENATION CONTRACT AND AGREEMENT

This Contract and Agreement is entered into this ____ day of _____ 2026, by and between **THE CITY OF MORRISTOWN, TENNESSEE** ("City") and **PAVEMENT TECHNOLOGY INC.**, a Corporation authorized to do business in the State of Tennessee ("Contractor").

WITNESSETH

Whereas, on or about September 2, 2025, the City entered into a contract for Asphalt Rejuvenation, and

Whereas, the Contract provided that the City reserved the option to extend the term of the Contract for an additional one (1) year, provided that Pavement Technology Inc can guarantee the same prices under the Contract for that extension, and

Whereas, Pavement Technology Inc does agree to guarantee the same prices to the City and the City does intend to exercise its right to extend the Contract for an additional one (1) year; and

Whereas, the City and Pavement Technology Inc do hereby intend to enter into this Addendum in order to extend the Contract for an additional one (1) year.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Scope of Services.** The Bid of Contractor, including, without limitation, the Terms and Conditions and Overview of the project therein set out in the Invitation to Bid, is incorporated by reference as if fully set out here and is also attached as an Exhibit to this Contract. Specifically, the Contractor agrees to do the Asphalt Rejuvenation per the bid specifications.
2. **Time for Completion.** Upon execution of this Agreement, the Contractor shall be permitted to immediately begin work on the project. The Contractor shall complete the Asphalt Rejuvenation on or before June 30, 2028. However, in the City's sole discretion, the time to complete the project and the term of the contract may be extended.
3. **Insurance.** Contractor shall maintain throughout the term of this Contract and Agreement General Liability coverage, including bodily injury, property damage and automobile liability, in minimum amounts of \$1,000,000.00 per occurrence and shall name the City as an additional insured. Additionally, Contractor shall maintain the statutorily required workers compensation insurance and shall provide proof of said insurance policies to the City.

4. **Compensation.** The Contractor agrees to perform all required work for the scope of the project and services, and the City agrees to pay the price for each item per the bid specifications. Payment shall be made by the City within 30 days of each invoice. If there are any requested additions and/or deductions to the above stated prices, this must be agreed upon in writing by both parties.
5. **General Provisions.** Any alteration or deviation from the specifications stated in the Invitation to Bid and Contractor's bid and those stated herein, including but not limited to any such alterations or deviation involving additional material and/or labor costs, will be executed and approved only upon a written order for same, signed by the City and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the compensation for this contract.
6. **Iran Divestment Act.** By submission of this contract, the Contractor and any person signing on behalf of the Contractor certifies that to the best of its knowledge and belief, that the Contractor is not on the list created pursuant to *Tennessee Code Annotated* §12-12-106.
7. **Termination.** The City reserves the right to terminate this Agreement based upon the poor performance of the Contractor or the inability of the Contractor to meet the time for completion as stated above. In the event of said termination, the City shall provide the Contractor with ten (10) days written notice and the Contractor shall stop all work on the project. The City shall compensate the Contractor for any supplies purchased, provided they meet the City's required specifications, and for any work completed.
8. **Binding Effect.** This Contract and Agreement shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

Pavement Technology Inc

By: _____

By:  _____

Its: _____

Its: Secretary/Treasurer