



Agreement Between Owner and Contractor

*for
CONSTRUCTION PROJECTS OF LIMITED SCOPE
Where the basis of payment is a STIPULATED SUM*

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

This document includes abbreviated General Conditions and should not be used with other
General Conditions.

AGREEMENT

Made as of the 3rd day of March in the year of 2026.

BETWEEN the Owner:

*City of Mt. Juliet
2425 N Mt. Juliet Road
Mt. Juliet, TN 37122*

And the Contractor:

**Walker Building Group, LLC
2617 Locust Street
Nashville, TN 37207**

The Project is:

Line approximately 127 linear feet of 66-inch corrugated metal pipe with Spray Applied Pipe Liner.

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE WORK OF THIS CONTRACT

1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Owner is responsible for any work not specifically described above.

ARTICLE 2
RELATIONSHIP OF THE PARTIES

2.1 The Contractor covenants with the Owner to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the Owner, to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Owner agrees to exercise best efforts to enable the Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving in a timely manner information required by the Contractor and making payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Within 90 days from execution of this agreement.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than 90 calendar days from the date of commencement of construction ("Contract Time").

Subject to adjustments to the Contract Time as provided for in the Contract Documents.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum. The Contract Sum shall be \$56,005.00, subject to additions and deductions as provided for in the Contract Documents.

4.2 The Owner shall pay 0 percent of the Contract Sum (i.e. \$_____) to Contractor prior to the commencement of any work.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last work day of the month, or as follows:

5.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert any rate of interest agreed upon, if any.)

**ARTICLE 6
FINAL PAYMENT**

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Contract has been fully performed by the Contractor.

**ARTICLE 11
ENUMERATION OF CONTRACT DOCUMENTS**

11.1 The Contract Documents are listed in Article 12 and except for Modifications issued after execution of this Agreement, are enumerated as follows:

11.1.1 The Agreement is the executed Agreement Between Owner and Contractor, as modified.

11.1.2 The Drawings, if any, are as follows, and are dated N/A, unless a different date is stated below:

Number	Title	Date
---------------	--------------	-------------

11.1.3 The Addenda, if any, are as follows:

Number	Date	Pages
---------------	-------------	--------------

11.1.4 Other documents, if any, forming part of the Contract Documents are as follows:



February 3, 2026

Dana Hire, Finance Director
City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122

RE: PIPE LINER - WILLOUGHBY STATION BOULEVARD

Dear Ms. Hire, Mr. Meadors and City of Mt. Juliet Representatives:

Walker Building Group, LLC is pleased to provide the following proposal and bid response to line approximately 127 linear feet of 66-inch corrugated metal pipe crossing under the roadway on Willoughby Station Blvd. utilizing A.W. Cook cementitious Spray Applied Pipe Liner (SAPL) at a thickness of one (1) inch. Included in the price below is the cost of cleaning the pipe and repairing the pipe at the bend. The proposed work timeline for the project is five (5) total days, weather dependent. The temperature must reach 32 degrees Fahrenheit and be actively rising for work to begin. However, work can begin immediately once those weather conditions are met.

Total Cost of Lining = \$67,634.79

Exclusions

1. Water Supply
2. Traffic Control

The new lining will conform to the contours of the host pipe including any changes in shape or dimension. Walker Building Group's SAPL pipe rehabilitation method is TDOT-approved and has proven to be an effective solution for similar state and municipal clients across Tennessee.

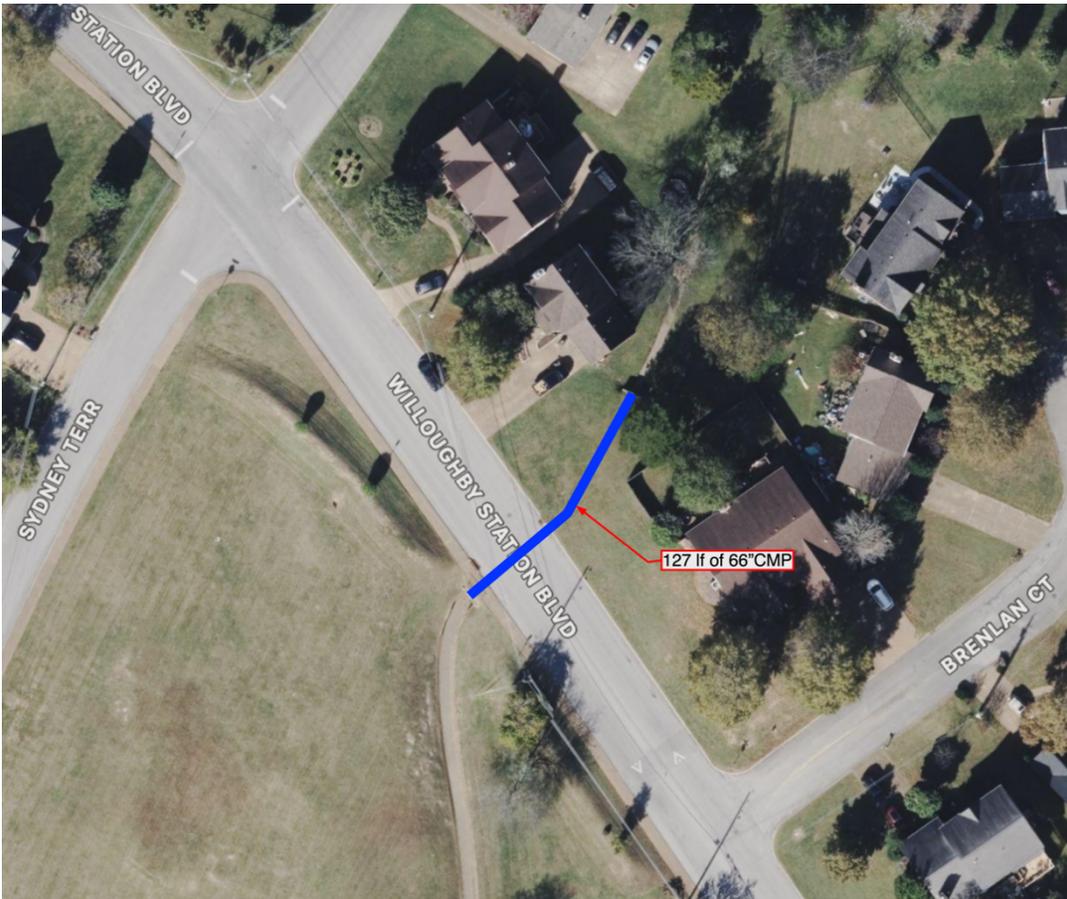
Thank you for the opportunity to submit our response to the City of Mt. Juliet's Pipe Liner bid. Please contact me at ptaylor@walkerbuildinggroup.com or by phone at 615-767-4111 if you need additional information or clarification. We look forward to the opportunity for future collaboration.

Thank you,

Walker Building Group, LLC

A handwritten signature in blue ink that reads 'P Taylor'.

Phillip Taylor, Vice President



GENERAL CONDITIONS

ARTICLE 12 **CONTRACT DOCUMENTS**

12.1 The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda if any issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

12.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

12.3 The term "Work" means the construction and services required by the Contract Documents whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 13 **OWNER**

13.1 Except for permits and fees, if any are required, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges, if any, required for the work, use or occupancy of permanent structures or permanent changes in existing facilities.

ARTICLE 14 **CONTRACTOR**

14.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The contractor shall be responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract unless Contract Documents give other specific instructions concerning these matters.

14.2 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

14.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract.

14.4 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

14.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer use and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect,

and shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

14.6 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications, if any, are observed by the Contractor to be at variance therewith.

14.7 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

14.8 The Contractor shall review, approve and submit to the Owner any Shop Drawings, Product Data, samples and similar submittals required in the performance of the Work by the Contract Documents.

14.9 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

14.10 Contractor agrees to defend, indemnify and hold Owner harmless and any of its subsidiaries, agents or employees from and against all claims, demands, liabilities, suits, damages, or expenses, including reasonably attorney's fees, on account of injuries to or death of any person or persons or damage to property occurring directly or indirectly from the performance of work hereunder by contractor or its employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused. The indemnification obligations of this agreement shall survive termination. The parties hereto agree that Owner shall be in no event liable for any attorney's fees which contractor may incur due to breach of the agreement.

ARTICLE 15 **ADMINISTRATION OF THE CONTRACT**

15.1 The Owner may, at its option, require the attempted resolution of any dispute arising under this Contract by mediation prior to the filing an any lawsuit or other claim. Should any dispute arise, Contractor shall provide the Owner notice of any intent to file suit by certified mail. Owner shall notify Contractor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If Owner does not exercise its right to mediation, Contractor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

ARTICLE 16 **SUBCONTRACTS**

16.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site.

16.2 Unless otherwise stated in the Contract Documents or the bidding requirements, if any, the Contractor, as soon as practicable after award of the Contract shall furnish in writing to the Owner through the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

ARTICLE 17 **CHANGES IN THE WORK**

17.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, with the Contract Amount and the Contract Time being adjusted accordingly. Except as provided below, such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor. The parties acknowledge that the Architect and/or Engineer, if any, as the Owner's representative, is authorized to issue change orders verbally to Contractor, but only in the event it is impractical or impossible to obtain a fully-executed, written change order without affecting the progress of the Work.

17.2 The Contract Sum and Contract Time shall be changed by Change Order.

17.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 18
TIME

18.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

18.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work by labor disputes, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as applicable.

ARTICLE 19
PAYMENTS AND COMPLETION

19.1 Payments shall be made as provided in Articles 9 and 10 of this Agreement.

19.2 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final Application for Payment.

ARTICLE 20
PROTECTION OF PERSONS AND PROPERTY

20.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor

shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with any applicable laws, ordinances, rules, regulations and lawful orders of public authorities hearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible except for damage or loss attributable to acts or omissions of the Owner or Architect or Engineer or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

20.2 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

ARTICLE 21
INSURANCE

21.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include liability

insurance applicable to the Contractor's obligations.

21.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

21.3 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all-risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

21.4 A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause.

21.5 The Owner shall provide a copy of each policy to the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

ARTICLE 22 **CORRECTION OF WORK**

22.1 The Contractor shall promptly correct Work failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not installed or completed and shall correct any Work not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the Contract or by terms of any applicable warranty required by the Contract

Documents. The provisions of this Article 22 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor. As a condition precedent to any repair obligation, and notwithstanding the above, Contractor shall receive advance written notice of any such rejected or non-conforming Work from the Owner and Contractor shall be given a reasonable time within which to repair the same.

22.2 Nothing contained in this Article 22 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 22.1 relates only to the specific obligation of the Contractor to correct nonconforming Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct nonconforming Work.

ARTICLE 23 **MISCELLANEOUS PROVISIONS**

23.1 The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 24 **TERMINATION OF THE CONTRACT**

24.1 If the owner fails to make payment to Contractor for a period of 15 days after such payment becomes due, the Contractor may, upon seven (7) days' written notice to the Owner terminate the Contract and recover from the Owner payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit and any other applicable damages.

24.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may terminate the Contract, make good such deficiencies, and deduct the cost thereof from the payment then or thereafter due the Contractor.

This Agreement entered into as of the day and year first written above.

OWNER:

CONTRACTOR:

(Signature)

PTaylor

(Signature)

(Printed Name and Title)

Phillip Taylor, Vice President

(Printed Name and Title)