

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) entered this _____ day of 2026, by and between the City of Mt. Juliet (the “City”), a municipal corporation chartered under the laws of the State of Tennessee and West Wilson Utility District (the “District”), a water utility district formed pursuant to the provisions of T.C.A. 7-82-101 et seq.

WITNESSETH:

Whereas, the City is about to widen Golden Bear Parkway located in front of Mt. Juliet High School, and this project is to continue north and terminate at the intersection of Golden Bear Parkway and Curd Road.

Whereas the widening of Golden Bear Parkway will require the District to re-locate and install potable waterlines generally adjacent to and running parallel to Golden Bear Parkway. The District also will be required to obtain additional easements outside of the public right of way as needed to facilitate the re-location and installation of the potable waterlines.

Whereas, the City has agreed to reimburse the District for the cost incurred by the District in the acquisition of required easements as well as the design, relocation, and installation of the potable water lines. (See Attachment A as a schedule of projected costs.)

Now, therefore, the City and the District agree as follows:

1. **Work to be Performed.** The District agrees to provide materials, equipment, labor and professional services necessary to re-locate and install a potable water line consisting of approximately Three Thousand Six Hundred Ten feet (3,610ft) of Twelve, Eight, and Six

(12", 8" and 6") inch diameter ductile iron pipe with approximately Five Hundred Forty feet (540ft) of said waterline being placed in a steel casing for the protection of the waterline with the necessary valves and related appurtenances, (all of the contemplated activities being the "Work").

2. **Scope of Work.** The District contemplates that it will have to obtain the necessary easements for the re-location and installation of the potable waterlines. The District also contemplates it will cause the design for the waterlines to be created, obtain necessary approvals from the State of Tennessee, obtain all permits necessary for the installation of the waterlines, install the waterlines and all connections thereto, perform the necessary work to restore the surface areas and comply with all storm water regulations until completion of the Project (all the activities contemplated above being the "Work" contemplated herein). The City will timely provide to the District detailed plans of the widening of the referenced road above so as to allow the District to formulate and finalize its plans for such water line location.-++
3. **Methods and Means.** The methods and means to be utilized in the Work shall be the responsibility of the District. The methods and means to be utilized are the sole discretion of the District.
4. **Timeline for Work.** The District anticipates that the project will take approximately Twelve (12) months. The Parties also acknowledge that there could be unforeseen circumstances that affect this projected timeline. As an example the obtaining of required easements could have an impact on any such anticipated time line. This is only an example and does not represent all such circumstances that are inherent in any such project.

- 5. Invoice for Work.** The City and the District anticipate the Project will be substantially completed within Twelve (12) months of commencement of the Work. Therefore, the District will submit a monthly bill for the costs and work that has been performed to date. The District shall present to the City an itemized invoices for all costs incurred by the District in the Work necessary to complete the project. It is estimated the cost of the Work will be approximately Three Million, Seven Hundred Eighty-Seven Thousand, One Hundred Seventy-Nine Dollars, and Forty-Two Cents (\$3,787,179.42) (See attached Schedule of Costs). **However the City will reimburse the District for all costs incurred without regard to the estimate.**
- 6. Schedule of Charges.** For Work performed by the employees or equipment of the District, the charges to the City will be the actual costs incurred by the District. Equipment charges will be on a per hourly basis. (See attached Schedule of Costs).
- 7. Time of Payment by City.** The City shall pay to the District within thirty (30) business days of receipt of any invoices submitted by the District such sums as reflected thereon, less any disputed amounts.
- 8. City Dispute of Invoice Items.** City shall examine each invoice and shall promptly notify the District, in writing, of any discrepancies or charges not approved by the City and the reasons for such non-approval. City shall pay in a timely manner all undisputed charges.

Upon receipt of any notice of disputed amounts, the District shall examine such notice. If the District does not acquiescence to the disputed amount, the District's General Manager, engineering representative and field superintendent shall promptly

meet with the City Manager, representatives from the City Department of Public Works and field superintendent to seek resolution to the dispute.

- 9. Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Tennessee. In the event of a dispute, the parties stipulate that the Tennessee State Courts located in Wilson County, Tennessee, are good, proper, and convenient venue and the sole tribunal in which disputes shall be resolved.
- 10. Binding Agreement.** This is the binding Agreement of the parties hereto; the consideration being the mutual promises made by the parties for their mutual benefit.
- 11. Separate Counsel.** Each of the parties represents that it sought and received counsel from an attorney at law in connection with this Agreement to the extent each party deemed such advice appropriate.
- 12. Waiver.** The waiver by any party hereto of any breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- 13. Severability; Headings.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any of the aforementioned Courts for any reason whatsoever, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless otherwise provided herein. The arguably invalid or unenforceable provision shall be interpreted, if possible, so as to render it enforceable on a limited and reasonable basis. The headings at the beginning of sections are included herein solely for ease of reference and shall not be used in any way in the interpretation or construction of the terms of provisions of this Agreement.

14. Construction. The parties stipulate that this Agreement is the result of a negotiation between the parties and shall be construed as having been drafted by all parties.

Therefore, the Agreement will not be construed in favor or against any party or parties on the grounds of having been drafted by said party or parties.

15. Authority. The person executing this Agreement for and on behalf of each of the parties covenants that he/she has the power to execute this Agreement for and on behalf of each party; that upon his/her execution of same, the respective party will recognize it as the act and business deed of the party and be fully bound thereby.

16. Attorney's fees and Costs. The parties agree to bear their respective attorney's fees, costs and expenses with respect to this matter. In the event of any dispute or litigation arising out of the failure to pay sums due in a timely manner, the reasonable attorney's fees of the prevailing party shall be paid by the non-prevailing party.

17. Amendment and Waiver in Writing. No provision of this Agreement can be amended or waived except by a statement in writing signed by the Party against which enforcement of the amendment or waiver is sought

18. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which put together shall constitute one and the same instrument. The telecopied signature of a Party hereto shall be considered as if it was the original thereof.

City of Mt. Juliet

West Wilson Utility District

BY: _____
MAYOR

BY: _____
GENERAL MANAGER

Approved as to form:

CITY ATTORNEY

ATTORNEY FOR DISTRICT

**West Wilson Utility District
Job Billing Worksheet**

Job Name: Golden Bear Relocation										
Job #:										
Date: May 2026										
Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Labor:										
Superintendent/Pickup	55.00	74.25	8.25	63.25		75.00	145.00	10,766.25	10,875.00	21,641.25
Foreman/Pickup	49.00	66.15	7.35	56.35		65.00	1,900.00	125,685.00	123,500.00	249,185.00
General Labor (Operator/Dump Driver)	39.00	52.65	5.85	44.85		55.00	8,943.00	470,848.95	491,865.00	962,713.95
Construction Labor	28.00	37.80	4.20	32.20		50.00	13,020.00	492,156.00	651,000.00	1,143,156.00
Total Labor							24,008.00	\$ 1,099,456.20	\$ 1,277,240.00	\$ 2,376,696.20
Equipment:										
Excavator Volvo 300	39.00	52.65	5.85	44.85	85.91	160.00	325.00	17,111.25	52,000.00	69,111.25
Excavator Deere 85D	39.00	52.65	5.85	44.85	55.91	130.00	-	-	-	-
Excavator 330/336F	39.00	52.65	5.85	44.85	195.91	270.00	-	-	-	-
Trackhoe 322/325/330 Hoe Ram	39.00	52.65	5.85	44.85	195.91	270.00	920.00	48,438.00	248,400.00	296,838.00
Volvo 160C Ramhoe	39.00	52.65	5.85	44.85	145.91	220.00	-	-	-	-
Case 580/590 Backhoe	39.00	52.65	5.85	44.85	55.91	130.00	-	-	-	-
Cat 420 F2 Backhoe/Hoeram	39.00	52.65	5.85	44.85	145.91	220.00	-	-	-	-
Mini-Ex Cat 303 Excavator	39.00	52.65	5.85	44.85	25.91	100.00	-	-	-	-
Mini-Ex Cat 304 Excavator	39.00	52.65	5.85	44.85	35.91	110.00	40.00	2,106.00	4,400.00	6,506.00
Mini-Ex Cat 308 Excavator	39.00	52.65	5.85	44.85	40.91	115.00	-	-	-	-
Wheel Loader 621	39.00	52.65	5.85	44.85	35.91	110.00	15.50	816.08	1,705.00	2,521.08
Trackloader 963	39.00	52.65	5.85	44.85	60.91	135.00	-	-	-	-
Trackloader Cat 289C	39.00	52.65	5.85	44.85	60.91	135.00	-	-	-	-
Wheel Loader Deere 544/824	39.00	52.65	5.85	44.85	35.91	110.00	98.00	5,159.70	10,780.00	15,939.70
Dozer D3	39.00	52.65	5.85	44.85	15.91	90.00	52.00	2,737.80	4,680.00	7,417.80
Dozer D4	39.00	52.65	5.85	44.85	25.91	100.00	-	-	-	-
Dozer D5	39.00	52.65	5.85	44.85	40.91	115.00	-	-	-	-
Dozer D6	39.00	52.65	5.85	44.85	90.91	165.00	-	-	-	-
Dozer D8	39.00	52.65	5.85	44.85	115.91	190.00	-	-	-	-
Dump Truck Single-Axle	39.00	52.65	5.85	44.85	48.95	115.00	1,670.00	87,925.50	192,050.00	279,975.50
Dump Truck Tri-Axle	39.00	52.65	5.85	44.85	98.95	165.00	854.00	44,963.10	140,910.00	185,873.10
Truck Water	39.00	52.65	5.85	44.85	23.95	90.00	-	-	-	-
Truck Rear Dump Articulated 725/730	39.00	52.65	5.85	44.85	123.95	190.00	-	-	-	-
Fire Hydrant Truck 4700	39.00	52.65	5.85	44.85	73.95	140.00	-	-	-	-
Valve Truck	39.00	52.65	5.85	44.85	48.95	115.00	-	-	-	-
Welding Truck	39.00	52.65	5.85	44.85	13.95	80.00	-	-	-	-
Chevy Pole Truck	39.00	52.65	5.85	44.85	23.95	90.00	-	-	-	-
Vac Truck KW T470	39.00	52.65	5.85	44.85	173.95	240.00	95.00	5,001.75	22,800.00	27,801.75
Vac Truck Peterbilt Distribution	39.00	52.65	5.85	44.85	148.95	215.00	-	-	-	-

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Vac Vermeer	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Vac VX-30-500	39.00	52.65	5.85	44.85	98.95	165.00	-	-	-	-
3020 Directional Boring	39.00	52.65	5.85	44.85	125.91	200.00	-	-	-	-
2022 Vermeer Directional Boring	39.00	52.65	5.85	44.85	103.95	170.00	32.00	1,684.80	5,440.00	7,124.80
DW AT60 Directional Boring	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Mud Recycler DW MR90	-	-	-	-	50.00	50.00	-	-	-	-
Mud Mizer 250 Mud Reclaimer	-	-	-	-	50.00	50.00	-	-	-	-
Mud Truck and Mixer	39.00	52.65	5.85	44.85	68.95	135.00	-	-	-	-
Mud Mixer 300 Gal Portable	-	-	-	-	65.00	65.00	-	-	-	-
Auger Machine	39.00	52.65	5.85	44.85	140.91	215.00	-	-	-	-
Air Compressor	39.00	52.65	5.85	44.85	63.95	130.00	16.00	842.40	2,080.00	2,922.40
Screen Machine Metso	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Skid Steer Rubber Tire	39.00	52.65	5.85	44.85	38.95	105.00	-	-	-	-
Skid Steer Track	39.00	52.65	5.85	44.85	58.95	125.00	-	-	-	-
Ford Tractor 445D	39.00	52.65	5.85	44.85	13.95	80.00	-	-	-	-
Chipper Vermeer	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Pump 6 inch	-	-	-	-	15.00	15.00	-	-	-	-
Pump 8 inch	-	-	-	-	17.50	17.50	-	-	-	-
Wacker Asphalt Roller	39.00	52.65	5.85	44.85	48.95	115.00	-	-	-	-
Lowboy	39.00	52.65	5.85	44.85	58.95	125.00	-	-	-	-
Rock Drill D5	39.00	52.65	5.85	44.85	135.91	210.00	-	-	-	-
Rented equipment	-	-	-	-	-	-	-	-	-	-
Total Equipment							4,117.50	216,786.38	685,245.00	902,031.38
Sub-Contractor Costs										
Total Sub-Contractor Costs										
						Billing Rate per Unit	Actual Units			Billing Amount
Miscellaneous Material:										
Concrete per Cubic Yard						106.00	-			-
Concrete Hand Mix per bag						108.00	-			-
Crushed Stone per Ton Crush and Run						10.75	-			-
Crushed Stone per Ton 2"						15.25	-			-
Crushed Stone per Ton Shot Rock						10.25	-			-
Dirt/ 20 T load						70.00	-			-
Top Soil/ 20 T Load						255.00	-			-
Fuel							-			-
Total Miscellaneous							-			-

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Materials:							Actual Material Costs			Billing Amount
12" Class 52 Ductile Iron						67.92	2,690.00			182,704.80
12" Locking Pipe TR Flex						86.80	280.00			24,304.00
8" Class 52 Ductile Iron						41.16	300.00			12,348.00
8" Locking Pipe TR Flex						52.80	180.00			9,504.00
6" Class 52 Ductile Iron						29.16	70.00			2,041.20
6" Locking Pipe TR Flex						38.20	90.00			3,438.00
20" Steel Casing						81.82	280.00			22,909.60
16" Steel Casing						73.43	170.00			12,483.10
12" Steel Casing						23.13	90.00			2,081.70
12" R.W. G. Valve						2,960.32	17.00			50,325.44
8" R.W.G. Valve						1,560.89	11.00			17,169.79
6" R.W.G. Valve						1,025.50	9.00			9,229.50
Fire Hydrant Assembly						4,118.78	5.00			20,593.90
12 X 12 Tee						463.84	2.00			927.68
12 X 8 Tee						362.25	4.00			1,449.00
12 X 6 Tee						314.82	2.00			629.64
12 X 6 Anchor Tee						322.92	5.00			1,614.60
8 X 8 Tee						233.36	5.00			1,166.80
6 X 6 Tee						155.73	2.00			311.46
12 X 2 Tap Cap						161.96	3.00			485.88
8 X 2 Tap Cap						98.71	6.00			592.26
6 X 2 Tap Cap						70.19	1.00			70.19
12" 45° Bend						128.42	2.00			256.84
12" 90° Bend						333.98	1.00			333.98
8" 90° Bend						156.69	-			-
8" 45° Bend						128.42	1.00			128.42
8" 22 1/2° Bend						125.07	1.00			125.07
12 X 8 Reducer						158.13	1.00			158.13
20 X 12 Casing spacer						116.22	36.00			4,183.92
16 X 8 Casing Spacer						70.41	8.00			563.28
16 X 8 End Seal						115.25	14.00			1,613.50
12 X 6 Casing Spacer						51.12	2.00			102.24
12 X 6 End Seal						84.68	9.00			762.12
2" Blowoff						51.00	2.00			102.00
12" Mega-a-Lug and bolt back						328.79	8.00			2,630.32
8" Mega-a-Lug and bolt pack						177.67	91.00			16,167.97
6" Mega-a-Lug and bolt back						68.78	64.00			4,401.92
Service Materials						50.74	37.00			1,877.38
Total Materials						560.34	14.00			7,844.76
ARAP/Environmental Permits						1,500.00	1.00			1,500.00
State Review Fee						150.00	1.00			150.00
Stone						4,110.00	12.00			49,320.00
Pavement/Curb Easements						50,000.00	1.00			50,000.00
Fuel						60,000.00	1.00			60,000.00
Erosion Control						22,500.00	1.00			22,500.00
						25,000.00	1.00			25,000.00
Total										417,632.39

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Concrete						106.00	20.00			2,120.00
Total Miscellaneous										210,590.00
Sales Tax										
Total Estimated Cost / Billing								\$ 1,316,242.58	\$ 1,962,485.00	\$ 3,906,949.97
Betterment Material Cost:										
12" D.I.P. in lieu of 8" D.I.P.						26.76	2,690.00			71,984.40
12" TR Flex in lieu of 8" TR Flex						34.00	280.00			9,520.00
20" Casing in lieu of 16" Casing						8.09	280.00			2,265.20
12" R.W.G. Valve in lieu of 8" R.W.G. Valve						1,399.43	17.00			23,790.31
12 X 12 Tee in lieu of 8 X 8 Tee						230.48	2.00			460.96
12 X 8 Tee in lieu of 8 X 8 Tee						128.89	4.00			515.56
12 X 6 tee in lieu of 8 X 6 Tee						81.46	2.00			162.92
12 X 6 Anchor Tee in lieu of 8 X 6 Anchor Tee						89.56	5.00			447.80
12 X 2 Tap Cap in lieu of 8 X 2 Tap Cap						63.25	3.00			189.75
12" 90 in lieu of 8" 90						177.29	1.00			177.29
12 X 8 Reducer						158.13	1.00			158.13
20 X 12 Casing Spacer in lieu of 16 X 8 Casing Spacer						0.97	36.00			34.92
20 X 12 End Seal in lieu of 16 X 8 End Seal						19.29	8.00			154.32
12" Mega-a-Lug in lieu of 8" Mega-a-Lug						108.89	91.00			9,908.99
Total Materials for Betterment										119,770.55
Summary							Actual			
Labor & Equipment							1,962,485.00			
Indirect Cost							1,316,242.58			
Miscellaneous Materials							210,590.00			
Materials							417,632.39			
Sub-Contractor							-			
Sales Tax							-			
Materials for Betterment							(119,770.55)			
Total							\$ 3,787,179.42			