

JOINT PROJECT AGREEMENT
BETWEEN
HILLSBOROUGH COUNTY AVIATION AUTHORITY AND THE CITY OF TAMPA
FOR
DAZZO PUMP STATION

THIS Joint Project Agreement Between Hillsborough County Aviation Authority and the City of Tampa for Dazzo Pump Station (“AGREEMENT”) made and entered into this _____ day of _____, 2023 by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district of the State of Florida, hereinafter referred to as “AUTHORITY”, whose address is 4100 George J. Bean Parkway, Tampa, Florida 33607, and the CITY OF TAMPA, hereafter referred to as “CITY”, a municipal corporation of the State of Florida, whose address is 306 East Jackson Street, Tampa, Florida 33602.

WITNESSETH

WHEREAS, the AUTHORITY is relocating a wastewater facility known as the Dazzo Pump Station (“DAZZO PUMP STATION”); and

WHEREAS, the adjustment, relocation and reinstallation of the DAZZO PUMP STATION shall be hereinafter referred to as the “JOINT PROJECT WORK”; and

WHEREAS, the DAZZO PUMP STATION will be relocated to the north side of the FedEx Ground Service Equipment area, as shown on the attached Exhibit A. The DAZZO PUMP STATION relocation is necessary due to the AUTHORITY’s AIR CARGO EXPANSION project (“AIR CARGO EXPANSION”), which directly impacts the existing pump station location. The DAZZO PUMP STATION provides wastewater service to the tributary service area, as shown in Exhibit B.

WHEREAS, the CITY has expressed the need to rehabilitate the existing DAZZO PUMP STATION and since the AIR CARGO EXPANSION project directly impacts the existing pumping station, the AUTHORITY has agreed to relocate the DAZZO PUMP STATION and pay the incremental difference, as articulated below in Paragraph 9, between the cost to rehabilitate said station and the cost to relocate the station. AUTHORITY will include the JOINT PROJECT WORK plans and specifications in the AIR CARGO EXPANSION plans and specifications.

WHEREAS, the AUTHORITY and CITY (collectively, the “Parties”). have determined that it would be to the best interest of the public and to the economic advantage of both the CITY and AUTHORITY to enter into this AGREEMENT providing for the JOINT PROJECT WORK and payment for such.

NOW, THEREFORE, the premises considered, and in further consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. The Recitals set forth at the beginning of this AGREEMENT are deemed incorporated herein, and the Parties hereto represent they are true, accurate and correct. The exhibits attached hereto are deemed incorporated herein and the Parties represent that they are true, accurate and correct.
2. The AUTHORITY and the CITY shall participate in a JOINT PROJECT WORK, the scope of which shall include the construction of a new pumping station and the construction of all gravity sewers, manholes, force mains, electrical services, and other appurtenances needed to divert flow, maintain wastewater service, and provide for the operation of the new pumping station ("FACILITIES") at the site shown on Exhibit A. These FACILITIES will be included in the plans, specifications, estimates and contract documents for the AIR CARGO EXPANSION.
3. The new pumping station will be located on an easement that will be dedicated to the CITY by the AUTHORITY as indicated in Paragraph 13 to included access as needed. The actual dimensions shall be based on the requirements of the final design of the pumping station. The AUTHORITY shall provide to the CITY all information needed to identify the extent of the easement(s) needed by the City such as survey, legal descriptions, title binders, and other related documents in order to finalize the transfer documents identified in Paragraph 13.
4. The AUTHORITY shall provide the design and permitting for the relocation, replacement, and reinstallation of the DAZZO PUMP STATION, per the CITY'S design criteria, technical standards, and specifications, as provided in Exhibit C, The City of Tampa Wastewater Department Technical Standards Guidelines for Construction of Wastewater Facilities, Version 6, dated July 2014 ("CITY STANDARDS") and the AIR CARGO EXPANSION Sanitary Sewer & Pump Station Construction Plans and Specifications, dated February 2022. The CITY electrical design standards as provided in Exhibit D, Davis Island Pump Station Rehabilitation dated March 27, 2019 ("CITY ELECTRICAL STANDARDS"). The DAZZO PUMP STATION work will be included in the AIR CARGO EXPANSION plan, together with a complete set of plans and specifications covering all construction requirements for the relocation of the DAZZO PUMP STATION. The CITY shall provide copies of sole source documentation required for the JOINT PROJECT WORK. The CITY STANDARDS and CITY ELECTRICAL STANDARDS will be incorporated into the AIR CARGO EXPANSION plans and specifications. The AUTHORITY shall prepare the design and plans for the relocation of the DAZZO PUMP STATION and shall furnish to the CITY, complete, original, plans and specifications covering all construction requirements for the CITY'S DAZZO PUMP STATION for review and approval by the CITY prior to obtaining the Guaranteed Maximum Price (GMP) for the JOINT PROJECT WORK . The CITY's review/approval period shall be five (5) business days so as to not cause delay or increase expenses to the AIR CARGO EXPANSION Project. Upon approval, the CITY will provide written notice for Release for Construction.
5. All of the JOINT PROJECT WORK is to be done by the AUTHORITY in conformity with the AIR CARGO EXPANSION plans and specifications of the AUTHORITY. The AUTHORITY shall be responsible for verifying the accuracy of any underground

survey information or any other survey provided by the CITY and shall also be responsible for any changes to the final plans made necessary by errors or omissions in such survey information. The AUTHORITY shall be responsible for the accuracy of their survey information. The AUTHORITY shall also be responsible for the accuracy of its design including plans and specifications. All errors, omissions or changes and cost thereof in the plans or specifications of the JOINT PROJECT WORK will be the sole responsibility of the AUTHORITY. If any conflict between the CITY and AUTHORITY plans and specifications should arise with regard to the JOINT PROJECT WORK, the CITY'S technical standards and specifications in place as of the date of this AGREEMENT will govern.

6. The AUTHORITY, will furnish engineering, supervision, inspection, and field survey of the JOINT PROJECT WORK to ensure compliance with the plans and specifications referenced herein. The CITY shall be provided the opportunity to perform inspections to confirm JOINT PROJECT WORK is completed in accordance with CITY'S technical standards and specifications. The CITY'S inspection response period shall be five (5) business days. Any work that is found to be not in accordance with approved plans shall be corrected by the AUTHORITY at no cost to the CITY. The CITY shall also be provided the opportunity to review and provide comments on all shop drawing submittals associated with the JOINT PROJECT WORK as part of the review process. The CITY'S review/comment period shall be five (5) business days so as to avoid delay or increased expenses to the AIR CARGO EXPANSION Project. The coordination of the JOINT PROJECT WORK with that of the AIR CARGO EXPANSION Design-Builder and other utilities and/or their contractors will be the responsibility of the AUTHORITY, and the CITY shall cooperate fully in this matter. The decision of the AUTHORITY'S Project Manager will govern the resolution of any conflict that should arise between the JOINT PROJECT WORK and the AIR CARGO EXPANSION however, the AUTHORITY'S Project Manager will use all best efforts to resolve any conflicts that arise in close coordination with the CITY. All information required for Change Orders or Supplemental Agreements pertaining to the JOINT PROJECT WORK shall be promptly furnished to the AUTHORITY, by the CITY, upon request of the AUTHORITY.
7. All adjustments, relocations, repairs, and any incidental work to CITY wastewater facilities not associated with the JOINT PROJECT WORK, will be the sole responsibility of CITY. All such work is to be coordinated with the construction of this JOINT PROJECT WORK in a manner that will not cause delay or increase expenses to the AIR CARGO EXPANSION Project. The AUTHORITY will be responsible for the cost associated with any unforeseen site conditions affecting the JOINT PROJECT WORK, the AUTHORITY shall keep the CITY'S Project Manager(s) advised of the progress of the work and shall notify the CITY'S Project Manager(s) promptly of all need for changes and allow an opportunity to participate in the review, and approval of any required design changes so as to not cause delay or increase expenses to the AIR CARGO EXPANSION Project. The AUTHORITY shall have final authority on all decisions related to the JOINT PROJECT WORK.

8. The CITY shall pay the AUTHORITY reasonable additional costs incurred in design changes initiated by the CITY.
9. The CITY shall pay the AUTHORITY for 80% of the Construction Costs of the DAZZO PUMP STATION. The AUTHORITY shall be responsible for the remaining 20% of the Construction Costs of the DAZZO PUMP STATION. The AUTHORITY shall be responsible for all costs for the construction of all gravity sewers, manholes, force mains, electrical services, and other appurtenances needed to divert flow, maintain wastewater service, and provide for the operation of DAZZO PUMP STATION. The AUTHORITY will also be responsible for the demolition of the existing FACILITIES necessary to complete the work or required for the construction of the AIR CARGO EXPANSION project. The contract documents shall include a schedule of values and related descriptions so that the cost of the DAZZO PUMP STATION construction is separated from the cost of the other wastewater facilities needed to relocate the DAZZO PUMP STATION. The schedule of values and related descriptions shall be provided to the CITY for review and approval prior to obtaining the GMP or bids for the JOINT PROJECT WORK. The CITY's review/approval period shall be five (5) business days so as to not cause delay or increase expenses to the AIR CARGO EXPANSION Project. The AUTHORITY shall provide the necessary contract administration to monitor the JOINT PROJECT WORK in compliance with the AUTHORITY'S contract documents for the AIR CARGO EXPANSION. The CITY shall pay the AUTHORITY for the cost of the AUTHORITY'S additional administration of the JOINT PROJECT WORK, in an amount equal to three and one half percent (3.5%) of the cost of the CITY'S share of the JOINT PROJECT WORK and the CITY's share of any change order or design change initiated by the CITY.
10. All services and work under the AIR CARGO EXPANSION and all adjustments, relocations, repairs and incidentals are required to be performed to the satisfaction of the AUTHORITY'S Project Manager.
11. The AUTHORITY will forward a copy of the GMP for the JOINT PROJECT WORK to the CITY for review and comment prior to approval by the AUTHORITY. The City's review/comment period shall be five (5) business days so as to not cause delay or increase expenses to the AIR CARGO EXPANSION Project. Upon final approval of the GMP by the AUTHORITY, the CITY will issue a purchase order to the AUTHORITY for its share of the JOINT PROJECT WORK construction cost plus THREE AND ONE HALF PERCENT (3.5%) for the cost of the AUTHORITY'S additional administration of the JOINT PROJECT WORK. As shown in Table 1 - Guaranteed Maximum Price Schedule of Values, the cost of the construction of the JOINT PROJECT WORK is estimated to be ONE MILLION NINE HUNDRED FIFTY-SIX THOUSAND, NINE HUNDRED SIXTY-TWO DOLLARS (\$1,956,962) with the CITY'S share estimated in the amount of ONE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND, FIVE HUNDRED DOLLARS (\$1,271,500), which includes the THREE and ONE HALF PERCENT (3.5%) administration fee. Upon proper submittal of all eligible cost documentation by the AUTHORITY to the CITY for the satisfactory completion of JOINT PROJECT WORK, which has been inspected, approved, and accepted by the CITY, the CITY shall review the pay request quantities within a reasonable amount of time/or as required by law

of receipt of a valid pay request. Based on the CITY's approval of the pay request quantities, payment to the AUTHORITY shall be made.

Table 1 - Guaranteed Maximum Price Schedule of Values

Dazzo Pump Station	GMP Cost	
Dazzo Pump Station Overall GMP	\$	1,956,962
City of Tampa Shared Cost Details		
Pump Station Bid Cost - Shared Item Costs	\$	1,227,442
City's Contribution (80%)	\$	981,954
3.5% Admin Fee	\$	34,368
Direct Cost of Work	\$	1,016,322
*General Conditions @ 9.3%	\$	91,320
*Design Fees & Construction Administration @ 2.1%	\$	20,621
Cost of Work Subtotal	\$	1,128,263
Fee, Overhead and Insurance @ 8.2%	\$	92,518
*Builder's Risk Insurance @ 0.5%	\$	5,641
*Payment and Performance Bond @ 0.65%	\$	7,972
Contingency	\$	37,106
Total GMP for Dazzo Pump Station - City's Contribution	\$	1,271,500

* Actual billing of these line items will be supported by acceptable back-up (actual cost).

12. Prior to placing the new FACILITIES into operation, the FACILITIES must successfully pass all testing and inspections required by the CITY's technical standards and specifications. These tests shall be performed by AUTHORITY and the results must be submitted to the CITY for review and approval. The CITY's review/approval period shall be five (5) business days. The AUTHORITY shall also furnish the CITY with a certified set of record drawings and copies of the operation and maintenance manual for the pumping station within one hundred and twenty (120) days of completion of the JOINT PROJECT WORK.

13. Upon completion and acceptance of the JOINT PROJECT WORK, and payment in full by the CITY to the AUTHORITY for its portion of the JOINT PROJECT WORK by the AUTHORITY, the AUTHORITY will release existing easements and dedicate any easements for the location of the FACILITIES and where required for the CITY to access the FACILITIES to conduct normal and customary activities to maintain the FACILITIES at no additional cost. The AUTHORITY shall guarantee the FACILITIES against any defects in workmanship and materials for a period of one (1) year following the acceptance of the FACILITIES by the CITY, acceptance to constitute substantial completion of the new pumping station. The conveyance of the easement(s) and the FACILITIES to the City and the guarantee of these FACILITIES by the AUTHORITY shall be provided in appropriate separate documents to be executed separately from this AGREEMENT as soon as practicable but no later than one hundred and twenty (120) days of substantial completion. As part of the transfer documents, the CITY will release all rights to and be released from any liabilities arising from the existing FACILITIES and shall convey all non-salvageable existing pumping station equipment and related structures and facilities to the AUTHORITY, at no cost.

14. To the extent authorized by Florida law and preserving all immunities, privileges and limitations of liability set forth in Section 768.28, Florida Statutes, the CITY shall indemnify, defend, save and hold harmless the AUTHORITY from any and all legal actions, costs, expenses, losses, injuries, claims or demands by any person or legal entity against the AUTHORITY arising out of the performance or nonperformance by the CITY of its obligations under this AGREEMENT, including but not limited to, any CITY caused delay, hindrance or interference damages. Nothing herein shall be construed as a waiver of CITY's sovereign immunity rights.
15. To the extent provided by Florida law and preserving all immunities, privileges and limitations of liability set forth in Section 768.28, Florida Statutes, the AUTHORITY shall indemnify, defend, save and hold harmless the CITY from any and all legal actions, costs, expenses, losses, injuries, claims or demands by any person or legal entity against the CITY arising out of the performance or nonperformance by the AUTHORITY and/or the AUTHORITY'S Design Builder of its obligations under this AGREEMENT, including but not limited to, any AUTHORITY and/or AUTHORITY'S Design Builder caused delay, hindrance or interference damages. Nothing herein shall be construed as a waiver of AUTHORITY's sovereign immunity rights.
16. This AGREEMENT shall be governed by the laws, rules, and regulations of the State of Florida and venue shall be in Hillsborough County, Florida.
17. This AGREEMENT embodies the whole agreement of the Parties, and there are no promises, terms, conditions or other obligations other than those contained herein. This AGREEMENT shall supersede all previous communications, discussions, representations, proposals or agreements, either verbal or written, not contained herein.
18. No change to this AGREEMENT shall be effective and enforceable until and unless a written amendment to this AGREEMENT has been duly authorized and executed by the Parties to this AGREEMENT.
19. The CITY is subject to Section 166.241(2), Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except pursuant to the adopted budget. With respect to this AGREEMENT, the CITY has budgeted and appropriated sufficient monies to fund the CITY'S obligation under this AGREEMENT, however, all funding under this AGREEMENT for subsequent years is subject to the availability of funds, and payment of any and all funds pursuant to this AGREEMENT shall be made solely for costs incurred for the JOINT PROJECT WORK.
20. The following individuals are authorized representatives of the Parties for the purpose of providing any required notices under the Agreement. Either party may change its authorized representative at any time by written notice to the other party.

CITY's Project Manager(s)
For the Wastewater Department
Name: Charlie Lynch
Phone: 813 274 8916
Email: Charlie.Lynch@Tampagov.net

AUTHORITY Project Manager:
Name: Jeffery Siddle
Phone: 813 870 7810
Email: JSiddle@TampaAirport.com

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

HILLSBOROUGH COUNTY AVIATION
AUTHORITY

By: _____

By: _____
Gary W. Harrod, Chairman

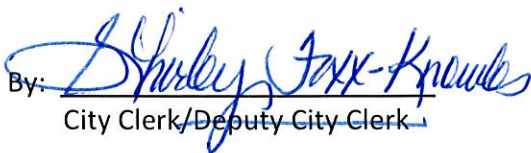
Date: _____

Approved as to form:

By: _____
Michael Kamprath
Assistant General Counsel,

ATTEST:

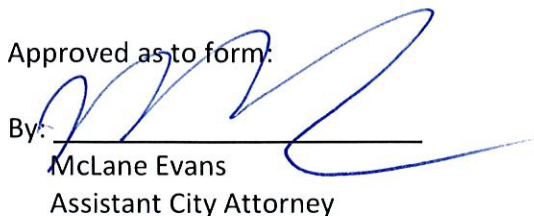
CITY OF TAMPA, FLORIDA

By: 
City Clerk/Deputy City Clerk

By: 
Jane Castor, Mayor

Date: 4/2/23

Approved as to form:

By: 
McLane Evans
Assistant City Attorney

CITY's Project Manager(s)
For the Wastewater Department
Name: Charlie Lynch
Phone: 813 274 8916
Email: Charlie.Lynch@Tampagov.net

AUTHORITY Project Manager:
Name: Jeffery Siddle
Phone: 813 870 7810
Email: JSiddle@TampaAirport.com

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ATTEST:

HILLSBOROUGH COUNTY AVIATION
AUTHORITY

By: _____

By: _____
Gary W. Harrod, Chairman

Date: _____

Approved as to form:

By: _____
Michael Kamprath
Assistant General Counsel,

ATTEST:

CITY OF TAMPA, FLORIDA

By: Shirley Fox-Krawiec
City Clerk/Deputy City Clerk

By: Jane Castor
Jane Castor, Mayor

Date: 4/21/23

Approved as to form:

By: McLane Evans
McLane Evans
Assistant City Attorney