PANAMA (Y-BAY COUNTY AIRPORT AND INDUS AL DISTRIC CONTINUING ENGINEERING AGREEMENT – ZHA, INC.

EXHIBIT II TASK ORDER # 59 1-26-22

<u>AGREEMENT:</u> Professional Engineering, Architectural, Project Inspection, Construction Management and Planning Services

OWNER: Panama City-Bay County Airport and Industrial District

CONSULTANT: ZHA Inc. and its sub-consultants noted below.

SUBCONSULTANTS: AC Disaster Consulting

TASK ORDER DESCRIPTION: FEMA Project 978 Appeal BCA - Consulting Services

SCOPE OF SERVICES: The CONSULTANT shall provide consulting services

Background: The OWNER has submitted an appeal to FEMA for payment of certain damages sustained during the declared severe storm event in 2014 (DR-4177-FL). FEMA is requiring a Benefit Cost Analysis be performed to validate the requested funds. The Consultant will perform a BCA and coordinate with FEMA Region IV with respect to damages sustained during the storm event. The proposed scope of work (SOW) is limited to PW 978 and requires a BCA analysis to support cost effectiveness of proposed hazard mitigation in the amount of \$308,961.00 to avoid de-obligation of FEMA Public Assistance funding. Based on FEMA's Determination Memo dated 10-22-2021, the project sites which must be analyzed in the BCA are as follows: Sites 2, 3, 5, 6, 8, 11, 12, 13, 17, and 19.

SERVICES: Anticipated services might include but are not limited to the following:

- 1. Project research including Client meetings, historical damages and FEMA declared events, current scope and costs for PW 978, and review of mitigation scope and cost for each site referenced above.
- 2. Site visit(s) as necessary/requested by ACDC's local North Florida staff for additional project documentation and/or needed information.
- 3. Analysis and processing of data collected.
- 4. Performance of BCA utilizing FEMA's latest BCA Tool Version 6.0.
- Preparation of BCA Report for submittal to FEMA to include historical data, assumptions, cost estimates, summary of methodology, and explanation of deviations from standard values.
- 6. Coordination with State and FEMA Region IV regarding submittal of BCA and subsequent Requests for Information (RFIs).

SERVICES NOT INCLUDED: Services do not include preparation of appeals to FEMA Region IV and grants administration.

PANAMA C. 7-BAY COUNTY AIRPORT AND INDUSA AL DISTRIC CONTINUING ENGINEERING AGREEMENT – ZHA, INC.

SCHEDULE OF SERVICES: The CONSULTANT shall commence services upon execution of this Task Order and receipt of existing documents necessary to perform the BCA. It is anticipated that the initial draft will be completed and submitted for transmittal to FEMA within 90 days. It is anticipated FEMA request further clarifications and responses will be provided within 30 days of receipt of FEMA's requests.

COMPENSATION: As noted below

The Total Fee for Consulting Services to prepare A Benefit Cost Analysis with monthly periodic billing is of Forty-two Thousand Dollars (One Hundred Eighty-five Dollars and No Cents (\$42,185.00) which includes the following components:

- A. Hourly Not-to-Exceed Consulting Services Fees for the CONSULTANT: Hourly compensation with monthly periodic billing to provide professional services, a Not-to-Exceed budget of Six Thousand Eight Hundred Dollars and No Cents (\$6,800.00).
- **B.** Lump Sum Basis for BCA Consulting Fees for SUBCONSULTANT: Lump Sum compensation with monthly periodic billing to provide professional services, a Lump Sum fee of Thirty-five Thousand One Hundred Seventy-five Dollars and No Cents (\$35,175.00).
- **C.** Allowance Basis for Reimbursable Expenses for CONSULTANTS reimbursable expenses a budget of Two Hundred Ten Dollars and No Cents (\$210).

PANAMA É Y-BAY COUNTY AIRPORT AND INDUS AL DISTRIC CONTINUING ENGINEERING AGREEMENT – ZHA, INC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, under seal, as of the day and year first above written above,

ZHA INCORPORATED

PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL

Ву:

Print Name: Frederick J. Mellin, Jr.

Title: President/CEO

Print Name: Parker W. McClellan, Jr., AAE

Title: Executive Director