

PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT  
CONTINUING ENGINEERING AGREEMENT – ZHA INCORPORATED

**EXHIBIT II**  
**TASK ORDER 19-M**  
**8-25-21**

**AGREEMENT:** Professional Engineering, Architectural, Project Inspection, Construction Management and Planning Services

**OWNER:** Panama City-Bay County Airport and Industrial District

**CONSULTANT:** ZHA Incorporated

**SUBCONSULTANT:** ERC, Inc.

**TASK ORDER DESCRIPTION:** Qualified Mitigation Supervision (QMS) and Mitigation Monitoring – For September 2021 through August 2024.

**SCOPE OF SERVICES:** The CONSULTANT shall provide environmental services for qualified mitigation supervision (QMS) and mitigation monitoring for the OWNER'S mitigation site located south of the airport and CR 388 for a three-year period starting September 1, 2021, through August 31, 2024, and prepare two reports each year: an annual progress report and a mitigation monitoring report.

**Background-** The airport is required to provide QMS to oversee all aspects of mitigation site implementation, management, and corrective actions and mitigation monitoring in accordance with the FDEP WRP Permit #03-0212186-004-DF. These same services were provided by the CONSULTANT over the past nine years (September 2012 through August 2021) The Permit requires continuous inspection presence on-site to monitor mitigation activities.

1. QMS: The CONSULTANT shall provide qualified mitigation supervision of all aspects of mitigation activities on the OWNER'S mitigation site located south of CR 388 and the airport. The CONSULTANT shall provide up to 170 days of on-site coordination and inspection per annual period as required by the FDEP Permit.

2. Construction Administration: The CONSULTANT shall provide oversight and administration of the construction activities of and interface with the Wildlands Fire Services, Inc. (Contractor) Contract with the OWNER dated June 30, 2020, which is a three-year contract running from October 1, 2021 through September 30, 2024.

The CONSULTANT shall meet regularly with the Contractor to review work plans, schedule of work activities, in-field progress, quality of the work inspections, and other related construction issues. The CONSULTANT shall review the periodic payment requests of the Contractor, determine their appropriateness for payment, revise as necessary, approve the revised payment application and process them for payment by the OWNER. The CONSULTANT shall provide in-field inspection of the Contractor's activities, monitoring progress, quality of work, compliance with Contract requirements, Permit, approved work plans and record and log findings and observations. The CONSULTANT shall immediately notice the Contractor of any inspections or observations inconsistent with the Contract and Permit requirements and follow up to ensure compliance with corrective actions is implemented.

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3. Annual Mitigation Monitoring: The CONSULTANT shall provide annual mitigation monitoring in accordance with the Airport Relocation Mitigation Plan dated October 2006 and monitor the stations and methods established during the initial baseline quantitative monitoring conducted in Fall 2006. Quantitative monitoring field protocols have been adapted from the standard methodology for ecological community classification, description, and mapping developed. Data collection shall be consistent with previous data formats. Established permanent photo-point stations will also be utilized for each quantitative field plot for photographs recording each monitoring event. Qualitative reconnaissance and inspection of larger mitigation areas, characterization, ground-truth stations, and specific work plan areas (hydrologic restoration sites, road removal areas, thinning units, burn units, trash removal sites, etc.) will be conducted in association with the quantitative monitoring, based on set travel routes that will be repeated over time.

4. Aerial Photography: The CONSULTANT shall provide aerial photography and photo interpretation as required.

5. Statistical Analysis: The CONSULTANT shall provide statistical analysis of the quantitative monitoring data based primarily on before and after comparison of overall community classification. Individual vegetation layer components from the quantitative data will also be evaluated. Comparisons with similar natural communities will be used as supporting documentation.

6. Reporting: The CONSULTANT shall prepare two reports per the annual period, Sept. to August; and a mitigation monitoring report. The annual report shall be prepared within ninety (90) days after the end of the data collection and submit it to the OWNER for review and approval to send to the agencies.

**Services not included in this statement of work (SOW)** - Preparation of construction contract documents, preparing engineering and record drawings, extensive interface with the agencies, responding and interfacing with any public or government or other agencies, requests for additional information and data collection not previously provided, and other services, any services related to any litigation or claims by the Contractor, third parties, or any others.

**SCHEDULE OF SERVICES:** Services will start on September 1, 2021 and shall continue as required until complete on August 31, 2024.

**COMPENSATION:** As noted below

Lump Sum Basis for the CONSULTANT: Annual lump sum compensation with monthly periodic billing to provide environmental consulting services for the Qualified Mitigation Supervision (QMS) and Mitigation Monitoring:

- September 2021 through August 2022 for a lump sum fee of Two Hundred Eleven Thousand One Hundred dollars and No Cents (\$211,100.00).
- September 2022 through August 2023 for a lump sum fee of Two Hundred Eleven Thousand One Hundred dollars and No Cents (\$211,100.00).
- September 2023 through August 2024 for a lump sum fee of Two Hundred Eleven Thousand One Hundred dollars and No Cents (\$211,100.00).

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The lump sum fee shall be composed of the following individually authorized lump sum tasks as outlined as follows:

**A. Lump Sum Basis for the CONSULTANT:** Lump sum compensation with monthly periodic billing to provide professional services for the Qualified Mitigation Supervision (QMS) and Mitigation Monitoring:

- September 2021 through August 2022 for a lump sum fee of Twenty-Four Thousand dollars and No Cents (\$24,000.00).
- September 2022 through August 2023 for a lump sum fee of Twenty-Four Thousand dollars and No Cents (\$24,000.00).
- September 2023 through August 2024 for a lump sum fee of Twenty-Four Thousand dollars and No Cents (\$24,000.00).

**B. Lump Sum Basis for the CONSULTANT'S Environmental Consultant:** Lump sum compensation with monthly periodic billing to provide environmental consulting services for the Qualified Mitigation Supervision (QMS) and Mitigation:

- September 2021 through August 2022 for a lump sum fee of One Hundred Eighty-Seven Thousand One Hundred dollars and No Cents (\$187,100.00).
- September 2022 through August 2023 for a lump sum fee of One Hundred Eighty-Seven Thousand One Hundred dollars and No Cents (\$187,100.00).
- September 2023 through August 2024 for a lump sum fee of One Hundred Eighty-Seven Thousand One Hundred dollars and No Cents (\$187,100.00).

End of Task Order

**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 DISTRICT**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: Frederick J. Mellin, Jr.  
Title: President/CEO

Print Name: Glen McDonald  
Title: Chair