

CONTRACT# AIR/220118

CITY OF OCALA

CONTRACT WORK ORDER

WORK ORDER NUMBER # 26-02

EFFECTIVE DATE: January 1st, 2026

DS
DR
 Contract Manager
 Approval/Initials

**Project Title: DESIGN and CONSTRUCTION PHASE SERVICES FOR RY36
SAFETY AREA GRADING**

To: *Infrastructure, Consulting and*
 5550 W. Idlewild Avenue - Suite 115
 Tampa, Florida 33634
 813-330-2701

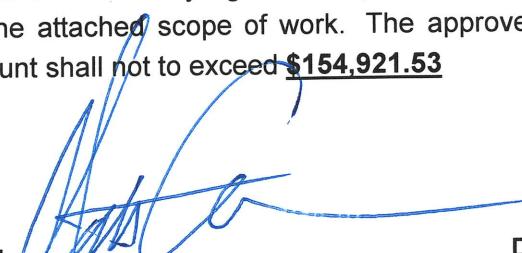
Attn: *Mr. Doug Hambrecht, P.E.*

doug.hambrecht@ice-eng.com

FUNDING SOURCE: FDOT 341-334-000-000-09-33173
 FAA 341-331-000-000-09-33173

EXPENDITURE	FAA 341-060-762-542-54-31010
ACCOUNT NUMBER:	FDOT 341-050-762-542-54-31010
	Airport 451-027-762-542-54-31010

In accordance with your executed City Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed \$154,921.53

Requested By: 

Department Director Date: 11/24/2025

Approved By: _____ Date: _____

City Council President



Exhibit 'A'

OCALA INTERNATIONAL AIRPORT
Runway 36 RSA Grading

DESIGN, BIDDING, AND
CONSTRUCTION PHASE SERVICES

Contract # AIR/16-010



Infrastructure Consulting and Engineering
5550 W. Idlewild Avenue, Suite 115
Tampa Florida 33634
P 813.330-2701



**Exhibit "A" – SCOPE OF SERVICES
OCALA INTERNATIONAL AIRPORT
Runway 36 RSA Grading**

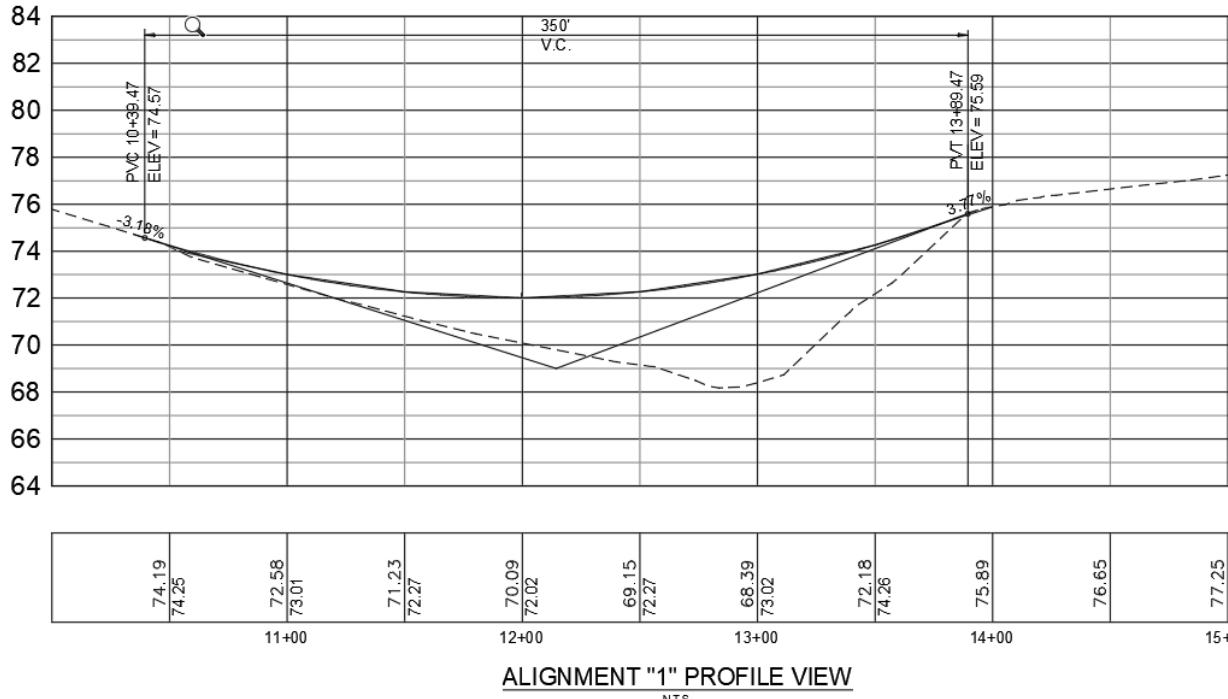
**SCOPE OF SERVICES
DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES**

INTRODUCTION

INFRASTRUCTURE CONSULTING & ENGINEERING, PLCC, LLC, (ICE) shall provide required professional services to design and oversee construction of the grading of Runway 36 Safety Area project at the OCALA INTERNATIONAL AIRPORT for the CITY OF OCALA, FL. This work will be designed in accordance with the requirements of the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT).

The existing surface does not comply with FAA standards for runway safety areas due to abrupt changes in grade and depressions. Per FAA Advisory circular 150/5300-13B, figure 3-35, the maximum allowable slope is 5%. Any change in grade must be accomplished with a vertical curve of 100' per every 2% change in grade (K value = 50). For the first 200', the slope is confined from 0% to -3%.

A preliminary analysis of the safety area profile extended from the runway centerline to the southwest estimates approximately 4' of fill at the deepest point. See figure below.



The first MALS tower is close to this area of fill. It is 1000' off the threshold of 240' from the edge of pavement associated with the displacement. The mast tower and foundation will need to be adjusted by FAA Facilities during this project, a **Reimbursable Agreement is provided for this work**. ICE will coordinate



with FAA Facilities/ Tech Ops to provide documents and guidance as required under the terms of the FAA Reimbursable Agreement. The design, construction oversight, and coordination with the FAA for the ALS tower adjustment is included with this scope. Other impacts to electric pull boxes and City irrigation valve boxes will be analyzed.

The work associated with this Scope includes the various tasks identified herein which are necessary to provide Final Design, Bid Documents and Construction Phase Services for the construction of this project.

Professional services to be provided by the consultant shall include the civil and electrical engineering services required to accomplish the following items:

TASK 1 – DESIGN/CONSTRUCTION SPECIFICATIONS

In the design phase, the designer will provide well-defined construction requirements to assure competitive construction bids. The following outline describes in greater detail the tasks and deliverables.

1. Field evaluate the runway safety area & estimate quantities for bid schedule.
2. Develop a grading plan and equipment relocation plan through specifications and notes for contractor's bidding using Advisory Circular 150/5300-13B.
3. Develop specification for grading and turfing using Advisory Circular 150/5370/10H.
4. Provide guidance and a construction cost based on estimated quantities.
5. Provide CSPP narrative and exhibits for OE/AAA submittal to FAA.
6. Assist the Owner with requesting and coordinating a Reimbursable Agreement with FAA Facilities for adjusting the ALS towers.
7. Provide final design drawings, specifications, and detailed construction cost estimates.
8. Develop specifications using Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports.
9. Design all improvements in accordance with FAA standards and guidelines.
10. Assist Airport and FAA in accordance with Reimbursable Agreement to adjust the MALSR towers.
11. Complete estimate of probable construction cost.
12. Solicit FAA and/or FDOT review and approval if required.
13. Provide contract documents, technical specifications, FAA general provisions and bid quantities.



14. Assist airport with interpretation of project requirements.

TASK 2 – BIDDING PHASE SERVICES

Assist Owner with Bidding of the project, answering questions for clarification/ correction of design plans, and conducting the pre-construction conference.

TASK 3 – CONSTRUCTION PHASE SERVICES

During the construction phase of the project, the engineer will assist the airport to monitor and document progress for quality. The engineer will also review contractor payment requests, review all submittals and shop drawings, attend the final project inspection, and complete the Record Drawings.

Construction Phase Duties for the PROJECT shall commence at the preparation for the Pre-Construction Conference and extend to approximately one (1) month after the construction period.

Construction Phase Services will include the following activities:

1. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. These periodic visits shall be made a minimum of once every other week. In the performance of these services, the Engineer shall endeavor to protect the Owner against defects and deficiencies in the work of the contractors.
2. Provide coordination and oversight to the Airport and FAA in accordance with the FAA Reimbursable Agreement.
3. The Engineer shall prepare and submit reports to the Owner during construction summarizing construction activities, quality and acceptability of work, project schedule and any other concerns of the Projects.
4. Attend meetings with Contractor and Airport to review project requirements for all pay items prior to proceeding with work in field.
5. Review and approve Contractor's Quality Control Plan.
6. Review and approve all samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data submitted by the contractor, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents.
7. Review contractor's construction schedule based on the contract documents. This schedule shall establish and substantiate the construction duration and project milestones to be monitored during construction.
8. Review and respond to Contractor's Requests For Information (RFI).
9. Review contractor's proposed Scope Changes.
10. Prepare Supplemental Field Drawings.



11. Prepare adverse weather reports as it relates to the construction project progress.
12. Review for accuracy and certify partial and final payment applications submitted by the contractor. Payment applications shall be reviewed and returned to the Owner.
13. Conduct, in the company of the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the contract documents.
14. Prepare Final As-Built drawings based on the as-constructed drawings provided by the Contractor. Furnish two (2) sets of the record drawings. In addition, drawings shall be supplied to the Owner in AutoCAD™ Version 2020 or more recent version of AutoCAD™ or as otherwise specified by the Owner.

TASK 3 – INSPECTION

During the construction phase of the project, the engineer will provide FULL-TIME oversight of the project to monitor the contractor's performance and progress throughout construction, and will strive to ensure that the construction is completed according to the plans and specifications.

These services shall begin at the time of the runway closure and end upon opening.

SCHEDULE

Schedule	Start	Duration	Completion
NTP		1	
Task 1 – Design		120	
Procurement Coordination		20	
Task 2 – Bidding Phase		30	
Application for Grant		7	
Task 3 – Construction Phase		75	

END SCOPE OF WORK



OCALA INTERNATIONAL AIRPORT/ CITY OF OCALA
Runway 36 RSA Grading
EXHIBIT "B"
FEE SUMMARY



BASIC SERVICES

DESIGN

TASK 1a - 60% Design Development	\$13,478.66
TASK 1b - 90% Design Development	\$24,575.23
TASK 1c - Final Design	\$20,706.44
SUBTOTAL BASIC SERVICES :	\$58,760.33

SUBCONSULTANT

Survey	\$8,200.00
Electrical (tower adjustment and re-cabling)	\$5,220.92
TOTAL BASIC SERVICES :	\$72,181.25

BIDDING SERVICES

Task 2 - Bidding Phase Services	\$8,732.53
---------------------------------	-------------------

CONSTRUCTION SERVICES

Task 3a - Construction Phase Services	\$17,413.75
Task 3b - Inspection	\$50,594.00
SUBTOTAL CONSTRUCTION SERVICES	\$68,007.75

SUBCONSULTANT

Quality Assurance Testing	\$6,000.00
TOTAL BASIC SERVICES :	\$74,007.75

TOTAL PROFESSIONAL FEES (Lump Sum): **\$154,921.53**

EXHIBIT B
OCALA INTERNATIONAL AIRPORT

Runway 36 RSA Grading
TASK 1a - 60% Design Development

MANHOUR AND FEE ESTIMATE						
Item/Task Description	Senior Project Manager A	Project Manager B	Engineer A	Engineer B	Designer	Total Hours
	\$317.30	\$204.72	\$182.85	\$211.54	\$112.58	\$75.55
Coordination with Subconsultants						
FAA Coordination and meetings	4					4
Process Field Survey	1	2	4			6
Engineer's Report		4				15
Preliminary construction Phasing and Schedule			2	2	2	10
Cost Estimate		1	2		3	4
Total Hours:	0	10	6	8	0	45
Draft Deliverables						
Cover Sheet		1	1	1		3
Project Layout Plans		1	1		1	3
Grading Plans			4		12	16
Quality Control		2	4			6
Submit Design Development Documents (2 Copies)			1	4	4	9
Total Hours:	2	0	2	11	1	17
TOTAL HOURS	2	10	8	19	1	34
						82

EXHIBIT B
OCALA INTERNATIONAL AIRPORT

MANHOUR AND FEE ESTIMATE

Runway 36 RSA Grading

TASK 1b - 90% Design Development

Item/Task Description	Senior Project Manager A	Project Manager B	Project Manager C	Engineer A	Engineer B	Designer	Admin	Total Hours
Incorporate Review Comments	8	8	8			8		24
FAA Coordination and Meetings	4	2				2		6
General Provisions/Supplementary Conditions	4		8			4		10
Front End Documents	1	4						8
Engineer's Report	2	4						5
Specifications		2				8		18
Cost Estimates	2	2			2			4
Quality Review		2						4
 Total Hours:	4	17	6	16	12	12	12	79
<hr/>								
Draft Deliverables								
Cover Sheet						1		1
Project Layout Plans					1	2		3
Project Schedule/Phasing Plan				1	2			3
General Notes				1	2			3
FAA Facilities Coordination Plan				1	4			5
Grading Plans				2	16			18
Longitudinal Profiles					8			8
Cross Sections					4			4
Erosion Control Details				2	1	1		4
SWPPP Plan				2	1	2		5
SWPPP Notes				2	1			3
Structural modifications to JB Details				4	4	2		10
Quality Review	2	1						3
Submit Design Development Documents (2 Copies)		3						3
 Total Hours:	2	0	0	20	0	46	5	73
 TOTAL HOURS	6	17	6	36	12	58	17	152
 TOTAL COST	\$1,903.80	\$3,480.24	\$1,097.10	\$7,615.44	\$1,350.96	\$7,843.34	\$1,284.35	\$24,575.23

EXHIBIT B**OCALA INTERNATIONAL AIRPORT****Runway 36 RSA Grading****TASK 1c - Final Design**

Item/Task Description	MANHOUR AND FEE ESTIMATE						Total Hours
	Senior Project Manager	Project Manager A	Project Manager B	Engineer A	Engineer B	Designer	
	\$317.30	\$204.72	\$182.85	\$211.54	\$112.58	\$135.23	\$75.55
Incorporate Comments		2	3		2	8	15
FAA Coordination and Meetings	10	2	4		4		14
General Provisions/Supplementary Conditions		2				8	14
Front-end Documents		2				8	10
Final Technical Specifications	2		8		2	6	18
Cost Estimates			4		1	8	13
FAA Reimbursable/ Coordination with Tech Ops		7			7	8	22
Quality Review	1	2					3
Total Hours:	1	14	13	19	0	16	46
							109
Finalize Deliverables							
Finalize Plans	3				30		33
Submit Design Development Documents (2 Copies)			1	2		1	5
Total Hours:	0	3	1	2	0	31	1
TOTAL HOURS	1	17	14	21	0	47	147
TOTAL COST	\$317.30	\$3,480.24	\$2,559.90	\$4,442.34	\$0.00	\$6,355.81	\$3,550.85
							\$20,706.44

EXHIBIT B**OCALA INTERNATIONAL AIRPORT****Runway 36 RSA Grading****Task 2 - Bidding Phase Services**

Item/Task Description	MANHOUR AND FEE ESTIMATE						Total Hours
	Senior Project Manager	Manager A	Manager B	Engineer A	Engineer B	Designer	
Coordination with Procurement	1						1
Attend Pre-Bid Conference	5						13
Pre Bid Minutes	2						8
RFI's/ Plan Revisions		4					6
Issue Addenda		2		3			9
Review Bids for Responsiveness	3	3					10
Total Hours:	11	9	0	10	0	0	47
TOTAL COST	\$3,490.30	\$1,842.48	\$0.00	\$2,115.40	\$0.00	\$0.00	\$1,284.35 \$8,732.53

EXHIBIT B**OCALA INTERNATIONAL AIRPORT****Runway 36 RSA Grading****Task 3a - Construction Phase Services**

Item/Task Description	MANHOUR AND FEE ESTIMATE					
	Senior Project Manager	Manager A	Manager B	Project	Engineer A	Engineer B
	\$317.30	\$204.72	\$182.85	\$211.54	\$112.58	\$135.23
General Coordination with the City	2			4		4
Pre-Construction Conference	4			4		4
Review Shop Drawings/Submittals		8		2		2
Review Pay Applications		2		1		1
Review Test Results		4		1		1
Review and Respond to RFI's	4			2		2
Prepare Change Orders	4			1		1
Final Inspection/ Punch List items	3				2	2
Review Contractor's Closeout Documents			8		3	3
Submittal of Final Report/ Close Out Grant		8		4	2	2
						18
Total:	9	26	8	23	0	12
TOTAL COST	\$2,855.70	\$5,322.72	\$1,462.80	\$4,865.42	\$0.00	\$1,622.76
						\$1,284.35
						\$17,413.75

	Total Hours
	10
	10
	12
	4
	5
	7
	5
	5
	5
	19
	18
	95

EXHIBIT B**Runway 36 RSA Grading****OCALA INTERNATIONAL AIRPORT****Task 3b - Inspection****8 weeks**

RATE SCHEDULE	TOTALS
---------------	--------

1) DIRECT SALARY COSTS

Inspector B	40	Field Days @ 10 hours	\$117.86	per hour	=	\$47,144.00
-------------	----	-----------------------	-----------------	----------	---	-------------

2) DIRECT NON-SALARY EXPENSES

Mileage (40 days @ 150 miles roundtrip, \$0.575 per mile)					
---	--	--	--	--	--

Days:	40	Miles:	150	\$3,450.00
-------	----	--------	------------	-------------------

SUBTOTAL	<hr/> \$3,450.00
----------	------------------

Total Inspection = \$50,594.00



6000A Sawgrass Village Circle | Suite 20
Ponte Vedra Beach, Florida 32082
T | 904 807 6512
W | OhmegaGroup.com

April 30, 2025

Doug Hambrecht, P.E.
Vice President



5550 W. Idlewild Ave., Suite 115
Tampa, Florida 33634

Adjust MALSR Light Station Tower at Ocala International Airport (OCF)

*Proposal for Electrical Engineering Consulting Services
Revised*

Dear Doug,

In response to your request on March 29, 2024, and in response to your immediate needs, we are pleased to submit this proposal for electrical engineering consulting services for the subject project. Please review the scope of work for compliance with your objectives. If the scope and fee are satisfactory, please sign and return a copy of this document to **OHMEGA**. Receipt of this signed document from the Client will constitute a notice-to-proceed (NTP) for the commencement of electrical engineering design services under the terms of this proposal. Work will not commence without this signed proposal.

I. Scope of Work

Provide electrical engineering design as required to adjust the MALSR light station (8+00) tower structure to match proposed grades. The scope will also include adding conduit and wiring as required to rewire light bars at stations 8+00, 6+00, 4+00 and 2+00. Cad-produced drawings will be provided and project deliverables.



[Proposal 2024-15 – MALS Tower 8 @ OCF]



The following submittal schedule is proposed:

A. 100% - 30 days after NTP

The following tasks will be performed under the terms of this proposal.

- A. Electrical plans with Demolition & Proposed Work scopes
- B. Updated Light Profile Diagram
- C. Updated System Layout Diagram
- D. Updates Wiring/Riser Diagram
- E. Code Compliance:
 - 1. FAA Advisory Circulars
 - 2. FAA Orders
- F. Estimates of Probable Construction Cost (Cost Opinion)
 - 1. *In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost. This Consultant suggest that the Client should consider retaining an independent cost estimator at the Client's expense:*
 - a. *A cost estimator can be more precise than this Consultant, and*
 - b. *If the Client declines to do this, he or she acknowledges that any estimate of probable cost provided by this Consultant is subject to revision and refinement throughout the design and construction process and will not be construed as a guaranteed maximum price*

II. Exclusions / Additional Services

The following items are not included in the base Scope of Work:

A. Client Changes after submittal and acceptance Final Documents

III. Fee

OHMEGA proposes to furnish the aforementioned professional consulting services in accordance with the above conditions for the sum of Five Thousand Two Hundred Twenty Dollars and Ninety-Two Cents (**US\$ 5,220.92**) for design services. This fee shall include all necessary plan modifications, due to authority having jurisdiction (AHJ) review comments, as required to obtain a permit.

[Proposal 2024-15 – MALS Tower 8 @ OCF]

Classification	Personnel	Hours	Hourly Rate	Total
Principal Engineer/Director (PE)	Mark A. Morley, P.E. RCDD	4	\$ 371.10	\$1,484.40
Senior Engineer/Project Manager (PE)			\$ 217.64	
Senior Project Engineer (PE)			\$ 172.20	
Staff Project Engineer (PE)	Roger Acosta	2	\$ 141.59	\$283.18
Staff Project Engineer Intern (FE)	Julienson Medor	12	\$ 120.54	\$1,446.48
Senior Design Technician	Brian Rivera	16	\$ 112.71	\$1,803.36
Staff Design Technician			\$ 87.66	
Operations / Office Manager	Talia Morley	2	\$ 101.75	\$203.50
TOTAL		36		\$5,220.92

TERMS & CONDITIONS

OHMEGA (hereafter referred to as Consultant) shall perform the services outlined in this proposal letter agreement for the stated fee.

IV. Additional Services

Any required work not covered under the Scope of Work is not covered in this Proposal. All Additional Services incurred as a result of Client changes will be charged on an hourly basis not to exceed those indicated in the table above. Additional Services will not be performed by **OHMEGA** without prior written authorization from the Client.

V. Reimbursable Expenses

All reimbursable expenses incurred during the performance of the Scope of Work will be invoiced as charged at a multiplier of 1.1 during the first 30 days of the invoice. After 30 days, this shall be subject to the 1.5% late payment charge as outlined in **Section XII**. These expenses may include reproducibles such as blueprints, copies, photographs, large format plots as well as courier, mail, etc. Reimbursable expenses include actual expenses incurred by **OHMEGA** directly or indirectly in connection with the project.

VI. Standard of Care

The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professional performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other warranties, expressed or implied, with respect to the services rendered hereunder.

VII. Design Professional Indemnity

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

[Proposal 2024-15 – M ALSR Tower 8 @ OCF]

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Consultant has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.

In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

VIII. Limitation of Liability

To the fullest extent permitted by law, the total liability in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Consultant or Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, shall not exceed the total compensation received by Consultant under this Agreement or the total sum paid on behalf of or to the Consultant by the Consultant's insurers in settlement or satisfaction of Owner's claims under the terms and conditions of Consultant's insurance policies applicable thereto, whichever is greater.

IX. Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

X. Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

XI. Termination

This agreement may be terminated by either party by giving seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the party initiating the termination. If this Agreement is terminated, the Client shall pay **OHMEGA**

[Proposal 2024-15 – MALS Tower 8 @ OCF]

for the work satisfactorily completed up to the date of termination or suspension. The Client shall provide for fair notice and opportunity to cure before termination.

XII. Project Delivery Schedule

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

A set of the final documents will be submitted to the Client **within a reasonable time frame** after receipt of signed authorization to proceed with the Scope of Work outlined herein and all working templates. In the case of the Client's request to accelerate the deliverable schedule, an additional expediting fee will be required to account for overtime hours required to meet the client's schedule. Any Client changes required after submittal of the final documents will be charged as Additional Services as outlined above. The Consultant shall prepare and submit for Client approval a schedule for the performance of the Consultant's services. This schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

NOTICE OF DELAY

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

XIII. Ownership of Documents

All documents produced by **OHMEGA** under the terms of this agreement are copyrighted solely for the use on the subject project and shall remain the property of The Ohmega Group and may not be reused by the Client for any other purpose without the written approval of The Ohmega Group. Where approved by The Ohmega Group, a reuse fee shall be required prior to the authorized reuse of the design documents.

XIV. Payment Schedule

Final Payment shall be received no more than Thirty (30) days of the date of the invoice. In the event Payment is dependent of the Client's receipt of payment from a third party for services herein, Client may make payment to **OHMEGA** within the lesser of ten (10) days of receipt of payment from the third party or within forty-five (45) days of the date of the invoice. Any amounts due, but not paid when due, will bear a late payment charge of 1.5% per month for all outstanding invoices. These costs are necessary to cover the interest charges on our corporate line-of-credit and operating expenses to fulfill our financial obligations. In the event of excessive late payments, **OHMEGA** may exercise its right to stop work until payment is received. The Client shall be responsible for all collection fees, court fees and attorney fees as required to collect outstanding unpaid balances.

XV. Entire Agreement

This Agreement shall be governed by and construed according to the laws of the State of Florida. This Agreement constitutes the entire and integrated Agreement between the Client and **OHMEGA** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified, or canceled by written instrument by an authorized representative of each party.

[Proposal 2024-15 – MALS Tower 8 @ OCF]



Mark A. Morley, PE, RCDD
President

This is your authorization for **OHMEGA** to complete the Scope of Work as outlined above according to conditions of this Proposal.

Acceptance Signed by: _____

Date: _____

Print name: _____

When both parties sign this proposal, this instrument constitutes a legal and binding contract between the parties under the laws of the State of Florida.

Certificate Of Completion

Envelope Id: DF853EBF-2157-43AE-AC69-CDCBAE74F7FB Status: Completed

Subject: SIGNATURE: TWO #26-02 - FY36 Safety Grading - Infrastructure Consulting & Engineering (AIR/220118)

Source Envelope:

Document Pages: 19

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 1

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

EnvelopeD Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

12/17/2025 3:58:26 PM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Signature

Timestamp

Daphne Robinson
drobinson@ocalafl.org
Contracting Officer



Sent: 12/17/2025 3:59:23 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Viewed: 1/13/2026 2:00:44 PM

Signed: 1/13/2026 2:02:26 PM

Electronic Record and Signature Disclosure:

Accepted: 1/13/2026 2:00:44 PM

ID: 67a24de9-afb4-4e64-8b28-c5cf9afc0e18

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/17/2025 3:59:23 PM
Certified Delivered	Security Checked	1/13/2026 2:00:44 PM
Signing Complete	Security Checked	1/13/2026 2:02:26 PM
Completed	Security Checked	1/13/2026 2:02:26 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.