



ATIS Elevator Inspections, LLC  
 ATIS Ascenda Partners  
 600 Emerson Road, Suite 225  
 Creve Coeur MO 63141  
 (855) 755-2847 | Fax: (314) 942-7100  
 www.atis.com

**CONTRACT# FAC/210296**  
**Proposal and Agreement for Services**

Reference ID: PR354787

2/4/2025

**Customer Bill To Info:**

City of Ocala  
 Facilities Management  
 1805 North East 30th Avenue  
 Building 1000  
 Ocala FL 34470

**Customer Accounts Payable Contact:**

**Customer Service Representative:**

Lisa Henley  
 Title: Client Services Representative  
 Office: +17274358119  
 Toll Free: +18662135382  
 Fax: +13149427100  
 10220 US-19 North, Suite 400  
 Port Richey, FL 34668

**Purchase Order Required:**

**Purchase Order #:**

**Building:** City of Ocala  
 1805 NE 30th Ave Bldg 200, Ocala, FL 34470 **Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 Facilities@ocalafl.gov

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
62905	Wheelchair Lift		2	Annual Inspection	1	150	150

**Building:** City of Ocala City Hall  
 110 SE Watula Avenue, Ocala, FL 34472 **Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 Facilities@ocalafl.gov

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
7515	Traction Elevator		4	Annual Inspection & Category 1 Test Witness	1	275	275
7515	Traction Elevator		4	Witnessing of Emergency Generator Test (Hourly Rate) Weekdays, 8am-4pm - \$150.00 per hour Weekdays, Early AM (6am-8am) - \$200.00 per hour Weekends & Weekdays between 5pm - 6am (Minimum of 4 Hours & Hourly Charge After) - \$200.00 x 4 = \$800.00	1	150	150

**Building:** Discovery Center  
 701 NE Sanchez Avenue, Ocala, FL 34470 **Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 Facilities@ocalafl.gov

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
103058	Hydraulic Elevator		2	Annual Inspection & Category 1 Test Witness	1	250	250

**Building:** Downtown Parking  
 296 SE Broadway Street, Ocala, FL 34471 **Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 Facilities@ocalafl.gov

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
103952	Hydraulic Elevator			Annual Inspection & Category 1 Test Witness	1	250	250



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**Building:** Fire Station 6  
 5220 S.W. - 50th Court, Ocala, FL 34470 **Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 [Facilities@ocalafl.gov](mailto:Facilities@ocalafl.gov)

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
93547	Wheelchair Lift		2	Annual Inspection	1	150	150

**Building:** Marion Theater  
 50 South Magnolia Street, Ocala, FL 34474 **Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 [Facilities@ocalafl.gov](mailto:Facilities@ocalafl.gov)

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
94453	Wheelchair Lift		2	Annual Inspection	1	150	150
46377	Hydraulic Elevator		2	Annual Inspection & Category 1 Test Witness	1	250	250

**Building:** Ocala Customer Service Bldg 201 SE 3rd Street,  
 Ocala, FL 34470 **Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 [Facilities@ocalafl.gov](mailto:Facilities@ocalafl.gov)

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
61973	Hydraulic Elevator		2	Annual Inspection & Category 1 Test Witness	1	250	250

**Building:** Power Plant Building 405 SE Osceola Ave, Ocala, FL  
 34472 **Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 [Facilities@ocalafl.gov](mailto:Facilities@ocalafl.gov)

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
45014	Hydraulic Elevator		2	Annual Inspection & Category 1 Test Witness	1	250	250

**Building:** Suntran Bldg 900  
 1805 N.E. 30th Ave, Ocala, FL 34470 **Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 [Facilities@ocalafl.gov](mailto:Facilities@ocalafl.gov)

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
88751	Wheelchair Lift	Wheelchair lift	2	Annual Inspection	1	150	150



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**Building:** Water Reclamation Facility #3 3100 S.W. 67th Avenue, Ocala, FL 34470  
**Jurisdiction:** Florida  
**Contact:** Christina Guy (352)351-6680 Facilities@ocalafl.gov

**Maint Co:** Oracle Elevator : Oracle Elevator : FL - Orlando

Device ID	Device Type	Designation	Stops	Service Type	Qty	Rate	Amount
62623	Hydraulic Elevator		2	Annual Inspection & Category 1 Test Witness	1	250	250

**Billable Expenses**

	Service Type	Qty	Rate	Amount
	Proximity Zone 3	1	0	120

**Total: \$2,645.00**

Are there any special billing instructions?



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<b>Basis of Charges</b>	If applicable, travel time and mileage rates will be specifically listed in the proposal and charged accordingly. An hourly rate will be charged for all night, weekend or holiday work. If re-inspections are required they will be charged at a rate of \$95.00 per unit. Any service cancelled within forty-eight (48) hours of the scheduled date and time will be charged in full.
<b>Terms and Conditions</b>	By executing this Proposal and Agreement for Services ("Agreement"), ATIS Elevator Inspections, LLC ("ATIS") and Customer agree that the <del>attached Standard Terms and Conditions ("Terms and Conditions") located at https://www.atis.com/atisterms</del> are hereby incorporated by reference into this Agreement and that the Terms and Conditions will apply to and govern the services provided by ATIS, this Agreement and the business relationship between ATIS and Customer described in this Agreement. <del>Customer acknowledges and agrees that Customer has been given access to and has had the opportunity to review and understand the Terms and Conditions located at https://www.atis.com/atisterms.</del>
<b>Term and Renewal</b>	The initial term of this Agreement ("Initial Term") will be for a period of (12) months beginning on the Customer signature date. At the conclusion of the Initial Term, this Agreement will <del>automatically renew</del> <b>upon issuance of a City Purchase Order</b> for additional twelve (12) month periods (each a "Renewal Term") <del>unless Customer provides ATIS with written notice of nonrenewal, no less than ninety (90) days prior to the end of the Initial Term or then current Renewal Term.</del>
<b>Scope of Service</b>	ATIS shall perform inspections of conveyances as described in this Agreement pursuant to local statutes and codes, and ANSI/ASME A17.1, A17.3, and A18.1, as applicable. ATIS shall submit to Customer a report on the results of referenced inspections on the appropriate forms required by the jurisdiction. The report shall certify to the continued operation of the conveyance, or itemize the existing violations, citing the appropriate sections of local statutes and codes, and ASME A17.1, A17.3, and A18.1.
<b>Certificates</b>	It shall be the responsibility of the Customer to post the state operation certificate for each piece of equipment as required by the applicable jurisdiction. All certificate fees and / or any late fees incurred will be the responsibility of the Customer.

Customer and ATIS, intending to be legally bound hereunder, have caused this Agreement to be executed by their duly authorized and empowered officers or representatives as of the signature date set forth below.

<b>Customer:</b> City Of Ocala	<b>ATIS Elevator Inspections, LLC</b>
<div style="background-color: green; color: white; padding: 5px; display: inline-block;">Go to Proposal Accept Page</div> <b>OR</b> <div style="border: 1px solid black; padding: 5px; display: inline-block;">           Sign below and return:  <small>DocuSigned by:</small>    <small>567F771E3B874F4...</small> </div>	<b>Signature:</b> 
<b>Name:</b> Ken Whitehead	<b>Name:</b> Wayne L. Smith III
<b>Title:</b> Assistant City Manager	<b>Title:</b> President
<b>Signature Date:</b> 4/15/2025	<b>Signature Date:</b> 2/4/2025

**Approved as to form and legality:**   
DocuSigned by: William E. Sexton 807CFCF1E8BE129... **- WILLIAM E. SEXTON, ESQ. - CITY ATTORNEY**

**Please make checks payable and send to:**

ATIS Elevator Inspections, LLC  
 PO Box 790379  
 St. Louis, MO 63179-0379

Please write the reference id number(s) on your check.

**ACH / Wire Instructions:**

Receiving Bank: Enterprise Bank & Trust  
 Account Name: ATIS Elevator Inspections  
 Bank Routing Number: 081006162  
 Account Number: 1007976  
 Reference Invoice # PR354787  
 Please send remittance advice to: [accounting@atis.com](mailto:accounting@atis.com)

For a copy of our **W-9** or **Certificates of Insurance** please go to  
<https://atis.com/wp-content/uploads/2020/04/W-9-ATIS-Elevator-Inspections-LLC-20191126.pdf> or <https://atis.com/wp-content/uploads/2020/04/ATIS-COI-General-Liability-Pkg-exp-20201210-wc.pdf>.



PR354787

# Terms of Sale

Last updated November 8th, 2023

These Terms and Conditions apply to and are hereby incorporated into the Proposal and Agreement for Services (“Agreement”) between ATIS Elevator Inspections, LLC (“ATIS”) and the customer named in the Agreement (“Customer”). Any capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement. These Terms and Conditions will apply to and govern the business relationship between ATIS and Customer as described in the Agreement and to the Services provided by ATIS to Customer.

**1. Scope of Services.** During the Term of the Agreement, Customer may call upon ATIS to perform specific inspection work and/or third-party witness inspection work as determined from the scope of services to be defined per project in accordance with the Agreement.

**2. Definitions.** If ATIS is performing the Services as an inspector, then, depending on the specific scope of work and the type of equipment, ATIS may perform inspections to ensure compliance with local jurisdictional rules or nationally recognized standards on the design, and safety of equipment, general maintenance procedures and the basic operation of the elevators, escalators, moving walkways and other conveyances that are described in the scope of work. If ATIS is operating as a third-party witness, then ATIS, in compliance with local jurisdictional rules, will witness the required safety tests that are performed by an elevator service provider. ATIS does not actually conduct or coordinate the safety tests. If acting as a third-party witness, ATIS’ sole responsibility is to witness and ensure that the elevator maintenance provider performs the required safety tests in compliance with appropriate rules and that all tests are completed in a professional manner in accordance with generally accepted industry standards. In no event, whether operating as an inspector or a third-party witness, should the services of ATIS be confused with that of a mechanic or other repair personnel. ATIS is not responsible for the repair and/or maintenance of any of the devices that are inspected. ATIS does not have any ownership, control or responsibility to ensure that any required maintenance, recommendations or suggestions are implemented.

**3. Term.** The Initial Term of the Agreement shall be set forth in the Agreement. If the Initial Term is for multiple years, ATIS will fix its annual fee increase to five (5) percent. ~~Otherwise, ATIS may increase its annual fee as ATIS deems appropriate.~~

**4. Compensation.** Upon receipt of an invoice, Customer shall pay and ATIS shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon Pricing Schedule of the Agreement. If Customer fails to pay the amounts set forth in the invoice upon receipt and fails to pay such amounts within fifteen (15) days after receiving notice from ATIS regarding such failure to pay, ATIS may immediately suspend the Services.

**5. Coordination, Filing and Fees.** ATIS, at its sole discretion, may assist and/or provide inspection filing services to the Customer for required elevator inspection reports. However,

Customer understands that time is of the essence regarding the filing of such reports, and that the Customer is solely responsible and in a position to control and ensure that all required signatures, forms and information are completed and received by ATIS, the applicable governmental agencies, the applicable elevator maintenance/testing companies or any other third-parties in a timely manner. Customer agrees that ATIS will not be responsible or liable, under any circumstances or for any reason, for any fees, penalties or late charges that may be assessed as a result of any delays and/or failures by Customer, an elevator maintenance/testing company or any other third-party.

**6. Third Party Compliance Fees.** If Customer requests that ATIS file elevator inspection reports or that ATIS submit or file forms, reports, or other documents to third parties ("Third Party Compliance Reports") arising out of the Services on behalf of Customer, Customer shall pay to ATIS one hundred fifty percent (150%) of the total amount of the filing fees and direct costs incurred by ATIS to submit or file such Third Party Compliance Reports (the "Compliance Report Fees"). Payment to ATIS of the Compliance Report Fees shall be due upon Customer's receipt of the invoice for the Compliance Report Fees, and Customer shall be obligated to pay the Compliance Report Fees regardless of whether such Third-Party Compliance Reports are referenced in the Agreement, provided that Customer must have requested that ATIS file or submit the Third-Party Compliance Reports orally or in writing (including via email).

**7. Relationship of Parties.** ATIS is an independent contractor, and nothing contained herein shall be construed as creating any other relationship with Customer. The Agreement shall not be construed as creating any relationship whatsoever between Customer and ATIS' employees. ATIS shall not be entitled, under the Agreement or otherwise, to any of the benefits under any employee benefit plan which Customer or its affiliates or subsidiaries presently has in effect or may put into effect; nor will ATIS be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. ATIS has sole authority and responsibility to hire, fire and otherwise control its employees.

**8. Standard of Care.** Atis represents that the services, will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professionals in ATIS' profession. Customer acknowledges and agrees that ATIS has made no other implied or express representation or warranty with respect to the services to be provided by ATIS pursuant to the agreement.

**9. Indemnity.** ~~Customer shall defend, indemnify and hold harmless ATIS, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and costs and expenses (including reasonable attorney's fees) that are: i) related to or caused by the negligence or willful misconduct of Customer, its employees, or agents; ii) related to the Agreement or the Services to be performed by ATIS for which ATIS is not expressly responsible; or iii) the expressed responsibility of the Customer under this Agreement.~~

**10. Limitation of Liability.** Neither party will be liable to the other for any indirect, incidental, special, consequential, exemplary or punitive damages, including, without limitation, loss of use, interruption of business, lost profits, lost revenues or the cost of purchasing replacement services, arising out of the performance or failure to perform the Services or a breach of the Agreement,



regardless of whether such liability is based on breach of contract, tort (including all forms of negligence), strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. ~~In no event shall ATIS' total aggregate liability, regardless of whether such liability is based on breach of contract, tort (including all forms of negligence), strict liability, breach of warranty, failure of essential purpose or otherwise, for any and all claims or causes of action for damages, losses, or costs arising out of any provision of the agreement or the services provided by ATIS pursuant to the agreement exceed the fees paid by customer to ATIS in the twelve (12) months preceding the event giving rise to the claim or cause of action.~~ In the event a fine or penalty is assessed by the AHJ solely as a result of ATIS' gross negligence or willful misconduct, ATIS will pay any such fine or penalty up to 3x the cost of the inspection.

**11. Insurance.** ATIS, at ATIS' own cost and expense, shall procure and maintain, during the Term, the following insurance policies with insurers possessing a Best's rating of no less than A: VII: a. Workers' Compensation Coverage: ATIS shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Customer in accordance with the policy provisions. b. General Liability Coverage: ATIS shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. c. Automobile Liability Coverage: ATIS shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of ATIS employee arising out of or in connection with the work to be performed under the Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence. d. Professional Liability Coverage: ATIS shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from ATIS' services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis. The Customer agrees that providing such insurance shall in no way be construed as an assumption by ATIS of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Customer.

**12. ~~Cause of Action.~~** ~~If Customer makes a claim against ATIS, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Customer fails to prove such claim, then the Customer shall pay all costs including attorney's fees incurred by ATIS in defending the claim. Any cause of action brought against ATIS shall be brought within one (1) year of the work or services performed under the agreement.~~

**13. Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, the Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under the Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to the Agreement for mediation of any dispute, Customer and ATIS shall select a neutral

mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Customer and ATIS within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

**14. Waivers.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. Each party waives its right to a jury trial in any court action arising between the parties, whether under the agreement or otherwise related to the work being performed under the agreement.

**15. Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), ~~or any cause(s)~~, whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non- performance and the anticipated extent of the delay.

**16. Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

**17. Confidential Information and Publicity.** Each party agrees that all information furnished to it by the other party, including maps, layouts, pricing, financial terms, business plans or models, design information, methodologies, specifications, locations or other information to which it has access, is deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the disclosing party and will remain the property of the disclosing party. Each party will take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Proprietary Information of the disclosing party and shall use at least the same degree of care the receiving party employs with respect to its own Proprietary Information, but in no event less than a reasonable standard of care. Neither party will directly or indirectly, without the prior written consent of the disclosing party, disclose the disclosing party's Proprietary Information or terms of the Agreement to anyone other than: (a) the receiving party's officers, directors, affiliates, subsidiaries, shareholders, financing sources, attorneys, and employees on a need to know basis and who agree to be bound by confidentiality



terms at least as restrictive as those contained in this Section 17; or (b) as required by governmental law, rule, or regulation including judicial proceedings. Information will not be deemed Proprietary Information if it: (i) becomes publicly available other than through the actions of the receiving party in breach of this Section 17; (ii) is independently developed by the receiving party without reference to the Proprietary Information of the disclosing party; or (iii) becomes available to the receiving party without restriction from a third party. If the receiving party is required by a governmental or judicial law, order, rule, regulation, or permit to disclose Proprietary Information of the disclosing party or the terms of this Agreement, then the receiving party will give prompt written notice to the disclosing party of the requirements of such disclosure and cooperate fully with the disclosing party to minimize such disclosure. The technical and pricing information contained in any proposal or other documents submitted to Customer by ATIS is to be considered confidential and proprietary and shall not be released or disclosed to a third party without ATIS' written consent. Customer agrees that ATIS shall be permitted to use Customer's name and logos in ATIS' marketing materials unless advised or prohibited against it by the Customer in writing.

**18. Third Party Beneficiary.** Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Customer and ATIS that any such person or entity, other than Customer or ATIS, receiving services or benefits under the Agreement shall be deemed an incidental beneficiary.

**19. Conflict.** In the event that these Terms and Conditions conflict with the terms and conditions of any other document or agreement (other than the Agreement), then these Terms and Conditions shall govern and control over any such conflicts. In the event of a conflict between these Terms and Conditions and any term in the Agreement, the Agreement shall govern and control.

**20. ~~Modification or Amendment of Terms and Conditions.~~** ~~ATIS may modify or amend these Terms and Conditions at any time, and ATIS shall only be required to provide notice to Customer of any such modification or amendment if such modification or amendment is material in nature, such materiality to be determined in the sole, reasonable discretion of ATIS. In the event of such a material modification or amendment, ATIS may notify Customer via a Customer provided email address or via the U.S. Postal Services or other reputable mail carrier.~~

**21. Miscellaneous.** The invalidity or unenforceability of any portion(s) or provision(s) of these Terms and Conditions shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed and the balance of the Terms and Conditions shall be construed and enforced as if they did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. The Terms and Conditions stated herein, along with the Agreement, constitute the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre - printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Customer with respect to any services shall have no force

or effect and shall be superseded by these Terms and Conditions herein. These Terms and Conditions shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

**22. Breach of Contract.** In the event of breach of contract or the failure to pay the price when due, ATIS may at its own option declare all sums due or to become due under the contract for the unexpired term of the contract immediately due & payable & until the sums are paid, the Owner agrees that ATIS is discharged from any further obligation to perform. In this event the monies due shall bear interest at the maximum rate allowed by law. Interest when not paid shall compound where permitted by law. In the event legal or other action & costs reasonably incurred by it with interest in conjunction with such action.

**23. No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.


**24. Public Records.** ATIS shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, ATIS shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if ATIS does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of ATIS or keep and maintain public records required by the public agency to perform the service. If ATIS transfers all public records to the public agency upon completion of the contract, ATIS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ATIS keeps and maintains public records upon completion of the contract, ATIS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF ATIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ATIS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

**25. Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to ATIS without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

Modification to Terms of Sale approved by  
ATIS Elevator Inspections, LLC

Signature:  \_\_\_\_\_  
Printed Name: Tricia McQueen \_\_\_\_\_  
Title: Contracts Manager \_\_\_\_\_  
Date: 4/7/2025 \_\_\_\_\_

## Certificate Of Completion

Envelope Id: E6287908-E57B-4380-88A0-849AEDC9742A

Status: Completed

Subject: FOR SIGNATURE: Elevator Inspection Agreement - ATIS Elevator Inspections, LLC (FAC/210296)

Source Envelope:

Document Pages: 11

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

AutoNav: Enabled

110 SE Watula Avenue

Envelope Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

aadolf@ocalafl.gov

IP Address: 216.255.240.104

## Record Tracking

Status: Original

Holder: April Adolf

Location: DocuSign

4/4/2025 4:49:30 PM

aadolf@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

## Signer Events

Tricia McQueen

tmcqueen@atis.com

Contracts Manager

ATIS Elevator Inspections, LLC

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

*Tricia McQueen*  
3E65AB0E2BF64C2...

## Timestamp

Sent: 4/4/2025 5:28:04 PM

Viewed: 4/7/2025 1:36:19 PM

Signed: 4/7/2025 1:39:06 PM

Signature Adoption: Pre-selected Style

Using IP Address: 35.144.33.150

## Electronic Record and Signature Disclosure:

Accepted: 4/7/2025 1:36:19 PM

ID: ee783b43-8fb4-4989-8d04-178cbcee6139

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*William E. Sexton*  
B07DCFC4E86E429...

Sent: 4/7/2025 1:39:07 PM

Viewed: 4/8/2025 8:54:31 AM

Signed: 4/8/2025 9:01:25 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Ken Whitehead*  
5677F71E38874F4...

Sent: 4/8/2025 9:01:26 AM

Viewed: 4/15/2025 10:43:06 AM

Signed: 4/15/2025 10:46:38 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## 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	4/4/2025 5:28:04 PM
Certified Delivered	Security Checked	4/15/2025 10:43:06 AM
Signing Complete	Security Checked	4/15/2025 10:46:38 AM
Completed	Security Checked	4/15/2025 10:46:38 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

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- ii. send us an email to [contracts@ocalafl.org](mailto: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..

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