

CS-21-154

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM3143

GENERAL INFORMATION

Requesting Department Facilities Maintenance

Contact Person: Raven Jones and Evelyn Burton

Telephone: (904) 530-6120 Fax: (904) 3751 Email: rmjones@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: PYE Barker Fire and Safety, LLC

Address: 8936 Western Way Suite 5 Jacksonville FL 32256
City State Zip

Contractor's Administrator Name: Joshua Fatherree Title: Branch Manager

Telephone: (904) 634-7100 Fax: () Email: fatherreej@pyebarkerfire.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Joshua Fatherree

Authorized Signatory Email: fatherreej@pyebarkerfire.com

CONTRACT INFORMATION

Contract Name: Nassau County Fire Suppression Systems Inspection and Maintenance

Description: Service and inspection of fire suppression equipment
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$45,776.50 (Year 1 \$22,550.00, Year 2 \$23,226.50)
APPROXIMATE IF NECESSARY

Source of Funds/Account: 01073519-546020 Termination/Cancellation: 2 year term with 3 one year renewal

Authorized Signatory: Taco Pope
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 3/1/22 to: 2/29/24

Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Doug Podiak 2/24/2022
Department Head/Contract Manager Date
2. James Adams 2/24/2022
Procurement Date
3. Marshall Eysman DF 2/24/2022
Office of Mgmt & Budget Date
4. Denise C. May 2/28/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Tim E. Papp AICP 2/28/2022
County Manager Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

CONTRACT FOR PROFESSIONAL INSPECTION AND MAINTENANCE SERVICES FOR THE FIRE SUPPRESSION SYSTEMS IN NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on 3/3/2022, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **PYE BARKER FIRE & SAFETY, LLC**, located at 8936 Western Way, Suite 5, Jacksonville, Florida 30056, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional inspection and maintenance services for the fire suppression systems in Nassau County. Said services are more fully described in *Technical Specifications/Scope of Work*, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Consultant desires to render certain consulting services as described in *Technical Specifications/Scope of Work*, and has the qualifications, experience, staff and resources to perform those services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Technical Specifications/Scope of Work*.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with the *Technical Specifications/Scope of Work*.

2.2 Services requested by County or County's representative that are in addition to the *Technical Specifications/Scope of Work* will be considered additional

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services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Director of Public Works, under the direction of the County Manager, to act on County's behalf with respect to the *Technical Specifications/Scope of Work*. The Director of Public Works, or his designee, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall begin on the date of full execution from all parties and terminate two (2) years thereafter. The term of this Contract may be extended in one (1) year increments for up to two (2) additional years maximum upon mutual written agreement between both parties, unless otherwise agreed to by the parties. Any agreement or amendment to the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

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5.1 Consultant shall be compensated in accordance with the *Price Sheet* attached hereto and incorporated herein as Exhibit "B".

5.2 Consultant shall prepare and submit to the Director of Public Works, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 – EXPENSES

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Consultant shall be responsible for all expenses incurred while performing the services. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under this Contract.

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Contract between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1 This Contract; and
- 8.2 *Technical Specifications/Scope of Work* attached hereto as Exhibit "A";
and
- 8.3 *Price Sheet* attached hereto as Exhibit "B"; and
- 8.4 *Certificate of Liability Insurance* attached hereto as Exhibit "C"; and
- 8.5 Any work authorizations, written amendments, modifications or addenda to this Contract.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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In connection with the work to be performed under this Contract, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 10 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Contract.

ARTICLE 11 - INDEPENDENT CONSULTANT

11.1 Consultant undertakes performance of the services as an independent consultant under this Agreement and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Contract.

11.2 This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare

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taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant not Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

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12.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "C" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 15 – ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 16 - TERMINATION OF CONTRACT

16.1 Termination for Convenience: This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Contract or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific

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conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 – UNCONTROLLABLE FORCES

18.1 Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances

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and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

20.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010,

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RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant 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 this chapter 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 agreement term and following completion of the Contract if Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant 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.

e. A request to inspect or copy public records relating to a Nassau County

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contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

20.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

ARTICLE 21 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by

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subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 23 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 24 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 25 - FUNDING

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The funding for the expenditures are available in the current fiscal year. The funding shall not require any additional budget appropriation by the County Commission of the County of Nassau.

ARTICLE 26 - NOTICE

26.1 Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Doug Podiak, Director of Public Works
45195 Musselwhite Road
Callahan, Florida 32011
904-530-6120
dpodiak@nassaucountyfl.com

CONSULTANT:

Joshua Fatherree, Branch Manager
PYE Barker Fire & Safety, LLC.
8936 Western Way, Suite 5
Jacksonville, Florida 32256
(904) 634-7100
fatherreej@pyebarkerfire.com

26.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

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26.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 27 - DISPUTE RESOLUTION

27.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

27.2 If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Taco E. Pope AICP
Taco E. Pope, AICP, County Manager
Its: Designee

Date: 2/28/2022

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PYE BARKER FIRE & SAFETY, LLC

COREY WILES _____

By: COREY WILES _____

Its: Business Development _____

Date: 3/3/2022 _____

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Pye-Barker Fire & Safety, LLC* PO Box 69 Roswell, GA, 30077 2500 Northwinds Parkway, Suite 200 Alpharetta GA 30009	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Holdings LLC; DBA Commercial Fire Equipment Company; DBA D&C Fire Protection; DBA Dekalb Fire Protection Services, Inc. dba Georgia Fire; DBA East Coast Fire Equipment, Inc.; DBA Fire Boss, Inc. d/b/a Dragon Fire Systems; DBA Fire Inspections Plus; DBA Fire Pro, Inc.; DBA Fire X Services, LLC; DBA Innovative Electronic Control Systems Inc.; DBA Integrity Fire & Safety; DBA Lester King Fire and Safety Equipment, Inc.; DBA Metro Fire & Safety, Inc.; DBA Myrtle Beach Fire Safety Group; DBA Pro Fire Extinguishment, Inc.; DBA Pye Barker Industrial Cleaning, LLC; DBA Reliable Alarm Technology and Equipment, Inc.; DBA Reliable Fire & Safety Equipment Company, Inc.; DBA Sentry Fire & Safety; DBA South Carolina Safety Co.; DBA Suncoast Fire Safety; DBA Tampa Bay Fire Equipment; DBA Tanner Fire & Safety Equipment, Inc.; DBA Hernando Fire & Safety Equipment Co., Utah Fire Equipment Company, Inc.; Hernando Fire & Safety Equipment Co.; Sea Coast Fire Inc.

Tri County Fire Protection Inc.; Triangle Fire, Inc.; Universal Fire Equipment; Ace Fire Sprinklers, Inc.; A Fire Protection Plus, Inc.; Kansas Fire Equipment Co.; Interstate Fire Systems, Inc.; AAA Fire & Safety Equipment Co. Inc.; Empire Fire & Safety dba Pyrotech, Inc. dba Red Comet Fire Protection, dba AD-X Fire Protection; Gulf Coast Fire & Safety Equipment; Certified Fire Protection, Inc.; Florida Fire Safety, Inc.;

Alpine Fire & Safety Systems, Inc.; Greer's Supply Company, Incorporated; American Fire & Safety, Inc.; M&S Supply of Roanoke, Inc.; B&R Fire and Safety, LLC; DBA Mitec; Life Safety Designs, Inc.; Fire Equipment Services of St. Lucie, Inc.; AA Fire Equipment Co Inc.; Nardini Fire Equipment Company of North Dakota; Nardini Fire Equipment Co Inc.; Industrial Fire Systems, Inc.; Alpha Fire & Safety, Inc.; Fire Alarm Services Inc.; Commercial Fyr-Fyters, Inc.; United Fire Protection, Inc.; LPS Fire LLC; LifeProtection Sprinkler, LLC; PB Parent Holdco LP; Gerry's Fire & Safety, Inc.; Haines City Fire acquisition; Haines City Fire & Security Service, Inc.; Haines City Fire Extinguisher Service, Inc.; Haines City Fire & Extinguisher Service Inc.; Willis Alarm Company; T & S Fire and Security Inc.; Total LifeSafety Corporation; Naples Fire Protection, Inc.; Keystone Fire Protection Co. DBA Keystone Fire and Security; KPI Holdings Inc.; ASOM, LLC; DBA Alarm Tec Systems of Memphis; Yamell Electric, Inc. DBA Yamell Security System; Northwest Fire Suppression, Inc.; Strickland Fire Protection, Inc.; Odyssey Fire Protection, LLC; Frazier Fire, LLC; Fire Protection Service Corporation; Fire Protection Service, Inc.; Mountain Alarm; Mountain Alarm Fire Protection; Mountain Alarm Corporation; Copperstate Fire Protection; Link Home Security; Fire Protection Holding Corporation; Mountain Alarm Fire & Security; Mountain Alarm Security

Nassau County Board of County Commissioners are included as additional insureds as respects general liability and automobile liability per written contract. General Liability, Automobile Liability and Workers Compensation Waiver of Subrogation in favor of Nassau County Board of County Commissioners per written contract. Umbrella is follow form over General Liability, Automobile Liability and Employers Liability. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CM3143
Exhibit "A"

NASSAU COUNTY INVITATION TO BID
NC21-051-ITB – FIRE SUPPRESSION SYSTEMS – INSPECTION & MAINTENANCE

ATTACHMENT "A"
TECHNICAL SPECIFICATIONS/SCOPE OF WORK

General Conditions / Scope of Work

The County is seeking a licensed vendor to service and inspect fire suppression equipment as required and to keep all such systems and equipment in compliance with applicable codes.

The vendor shall be responsible for the provision of services that include, but are not limited, to all parts and materials, consumables, installation, labor, equipment, tools and all other resources and expenses necessary to provide complete and professional services.

BASIS OF AWARD: LOWEST ANNUAL INSPECTION FEE

List of fire suppression equipment to be serviced and inspected:

- Backflows
- Fire Panels
- Fire Panels w/Wet System
- Fire Panels w/Dry System
- Hood Fire Suppression System
- Hydrants
- Riser Pipes
- Pre-action Systems
- NOVEC 1230 Systems
- Fire Pumps
- Drop Doors
- Evacuation Fans

Scheduled inspections are comprised of quarterly, semi-annual, and annual inspections when needed in County buildings throughout Nassau County. The selected vendor shall perform service and inspection at the Nassau County locations listed in "Exhibit 1".

Inspections will be scheduled to be completed depending upon a specific buildings' schedule, such as the Detention Center and the courthouses, otherwise, all services shall be performed between the hours of 8:00 AM and 5:00 PM (local time), Monday through Friday, or as directed by the County.

The term of the contract shall be for two (2) years with three (3) optional one-year renewals at the sole discretion of the County. The contract may be terminated at any time with a 30-day written notice, with or without cause, by the County. All County contracts are subject to the availability of funds.

As a minimum, inspection reports will indicate:

- Service date
- Unit serial number
- Specific work performed
- Record of any test(s) performed
- Condition of unit
- Problems found
- Specific location of units
- Special notes/comment sections to show need for further action

CM3143
Exhibit "B"

NASSAU COUNTY INVITATION TO BID
NC21-051-ITB – FIRE SUPPRESSION SYSTEMS – INSPECTION & MAINTENANCE

The inspection report will also include the Inspector’s name and permit number printed on the report

All work is to be coordinated with a Nassau County Inspector and/or designee when arriving/leaving County property. The County contact will be provided to the vendor after contract execution.

Vendor shall provide a primary management representative to coordinate all matters pertaining to this contract. In the event the primary representative is not available, for any reason, a secondary management contact will be provided. The vendor will provide the name, telephone number, email address, business cell phone number, emergency telephone number and normal working hours for the primary and secondary management representatives.

The vendor representatives shall be required to meet with a County Inspector and/or designee at the discretion of the County, to discuss issues such as deemed necessary by the County.

Vendor to provide a Price Sheet for the annual inspection of the fire suppression systems utilizing the information from “Exhibit 1” that indicates the location and quantity of equipment. (A sample price sheet is available on the vendor portal – Attachment B).

1. Annual Inspection Fee:

Initial Contract Year No. 1	\$	<u>22,550</u>
Initial Contract Year No. 2	\$	<u>23,226⁵⁰</u>
Renewal Option Year No. 1	\$	<u>23,923</u>
Renewal Option Year No. 2	\$	<u>24,640</u>
Renewal Option Year No. 3	\$	<u>25,380</u>

2. Provide a quote for a call-out fee for troubleshooting systems during normal working hours:

\$ _____

Labor rate for call-out during normal working hours: \$ 125⁰⁰

3. Provide a quote call-out fee for troubleshooting systems after normal working hours:

\$ _____

Labor rate for call-out after normal working hours: \$ 187⁵⁰

4. Provide an average replacement cost for each type of fire suppression equipment listed herein.

Services rendered for troubleshooting during normal or after hours, shall be “as soon as possible” but in all cases no later than 24 hours after notification is received by the vendor.



PYE • BARKER
FIRE & SAFETY

Since 1946



FIRE EXTINGUISHERS - FIRE SPRINKLERS - BACKFLOWS - FIRE ALARM - MONITORING - KITCHEN FIRE SUPPRESSION



SERVICE AUTHORIZATION

12/20/2021

To: Ms. Evelyn Burton - Procurement
Nassau County Facilities Maintenance
96135 Nassau Place Suite 2
Yulee, FL 32097
(904) 530-6075
eburton@nassaucountyfl.com

Thank you for allowing Pye-Barker Fire & Safety to provide this quotation for the fire protection program. Pleased to offer you the following for the life safety / fire protection inspection services for January 2022:

1. Scope of work: Fire Protection Program for all Fire Inspection Annual Services:

- a. American Beach Community Center = \$375.00
- b. Nectarine Health Clinic = \$50.00
- c. Historic Courthouse \$400.00
- d. Fire Station #70 = \$825.00 (Quarterly SP)
- e. Pirates Woods VFD = \$275.00
- f. Amelia Concourse = \$300.00
- g. Fire Station #71 = 1,475.00 (Quarterly SP & Semi-Annual KS)
- h. Public Services Bldg = \$775.00 (Quarterly SP)
- i. James Page Govt Complex = \$1,700.00 (Quarterly SP - two risers)
- j. Animal Control = \$50.00
- k. Yulee Road Dept = \$100.00
- l. Melton Nelson Boast Ramp = \$50.00
- m. John Meir Park = \$50.00
- n. Yulee Ballpark = \$550.00 (Semi-Annual KS)
- o. Emergency Operations = \$1,950.00 (Quarterly SP - wet & dry system)
- p. 911 Call Center = \$1,275.00 (Quarterly SP & Semi-Annual KS)
- q. NC Sheriff's Office = \$1,350.00 (Quarterly SP - wet & dry system)
- r. Detention Facility = \$1,300.00 (Quarterly SP & Semi-Annual KS)
- s. Justice Center = \$4,950.00 (Quarterly SP, FM200 system)
- t. Justice Center Records Bldg = \$900.00 (Quarterly SP)
- u. Multi-Use Building = \$275.00
- v. Callahan Ball Park = \$500.00 (Semi-Annual KS)
- w. Bryceville Ballpark = \$500.00 (Semi-Annual KS)
- x. Fire Station #60 = \$275.00
- y. Fire Station #90 = \$600.00 (Quarterly SP)
- z. Hilliard Ballpark = \$775.00 (Semi-Annual KS)
- aa. Hilliard Library = \$375.00
- bb. Fire Station #40 = 275.00
- cc. Hilliard Road Dept = \$275.00

Total cost for all fire inspection services = \$22,550.00

Exhibit CM3/43



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2301 Sugar Bush Road Suite 600 Raleigh NC 27612	CONTACT NAME: PHONE (A/C, No, Ext): 919-510-7580 FAX (A/C, No): 212-607-1139 E-MAIL ADDRESS: Certificates@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Pye-Barker Fire & Safety, LLC* PO Box 69 Roswell, GA, 30077 2500 Northwinds Parkway, Suite 200 Alpharetta GA 30009	INSURER A: Everest Indemnity Insurance Company 10851	
	INSURER B: Evanston Insurance Company 35378	
	INSURER C: Cincinnati Insurance Company 10677	
	INSURER D: Starr Indemnity & Liability Company 38318	
	INSURER E: Axis Surplus Insurance Company 26620	
INSURER F: Endurance American Specialty Ins Co 41718		

COVERAGES **CERTIFICATE NUMBER:** 831332004 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Tort <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		51GL003490221	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY		EBA0560840	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ *See below		51CC001080221 P00100047311502	1/1/2022 1/1/2022	1/1/2023 1/1/2023	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
						10,000,000/Occ	\$ 10,000,000/Agg
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	100000447401	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B C F	Pollution/Professional Liability Leased/Rented Equipment Excess Liability		MMAENV002896 EPP0560840 ELD30014615400	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	\$5,000,000/Occ & Agg \$500,000 10,000,000/Occ	combined maximum 10,000,000/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation includes Stop Gap Liability for WA, WY, OH and ND
 Workers Compensation Waiver of Subrogation does not apply to KY
 Umbrella Liability: Carrier A: Retention-\$10,000
 Excess Liability: Carrier E: Deductible: \$10,000,000
 Excess Liability: Carrier F: Deductible: \$20,000,000
 Crime Policy Number: P00100062647501 06/09/2021-06/09/2022 Limit: \$3,000,000 Carrier: AXIS Insurance Company NAIC: 37273
 **DBA's: PB Parent, LLC, Lanstar, LLC; Pye-Barker Holdco, LLC; DBA A.A.C. United Fire & Safety Equipment, Inc.; DBA Accurate Fire Protection, Inc.; DBA Ace Fire Equipment; DBA Advanced Fire Extinguishers & Safety Equipment; DBA Allstate Fire Protection, Inc.; DBA American Fire & Safety; DBA BRS
 See Attached...

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 Nassau Place, Suite 1 Yulee FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

TACO E. POPE, AICP
County Manager

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Nassau County Fire Suppression System

Bid No./Contract No.: NC21-051-ITB

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Pye Barker Fire + Safety (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Pye Barker Fire + Safety (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Print Name: Corey Wiles - Business Development
Date: 12/20/21

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12.20.2021 (Date) by Corey Wiles (Name of Officer or Agent, Title of Officer or Agent) of Pye Barker Fire + Safety (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

Heather Hutchinson
Printed Name

My Commission Expires: 1.22.2023



Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

FIRE EQUIPMENT DEALER LICENSE
OFFICIAL COPY

THIS CERTIFIES THAT: Pye-Barker Fire & Safety, LLC
8936 Western Way, Suite 5
Jacksonville FL 32256

QUALIFIER: George A Boulware, Jr

Has Complied with Florida statutes and has qualified for the type and class shown here on to service, repair, install or inspect all types Pre-Engineered Fire Extinguishing Systems. Excludes any service, recharge, repair, installation or inspection of any type of Halon System.

Issue Date: 09/25/2020
Type: 07
Class: 04
County: Duval
License/Permit #: FED20-000005
Expiration Date: 12/31/2021



Jimmy Patronis
Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: John F. Cheek
13359 W Hillsborough Avenue, Unit 101
Tampa FL 33635

BUSINESS ORGANIZATION: Pye Barker Fire & Safety LLC

Contractor II is limited to the execution of contracts requiring the ability to layout, fabricate, install, inspect, alter, repair, and service water sprinkler systems, water spray systems, foam-water sprinkler systems, foam-water spray systems, standpipes, combination standpipes and sprinkler risers, all piping that is an integral part of the system beginning at the point of service, sprinkler tank heaters, air lines, thermal systems used in connection with sprinklers, and tanks and pumps connected thereto, excluding pre-engineered systems.

Issue Date: 07/01/2020
Type: 07
Class: 12
County: Hillsborough
License/Permit #: FPC16-000111
Expiration Date: 06/30/2022



Handwritten signature of Jimmy Patronis in cursive.

Chief Financial Officer



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ALARM SYSTEM CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FATHERREE, JOSHUA MATTHEW

PYE-BARKER FIRE & SAFETY LLC
2141 12TH STREET
★ SARASOTA FL 34237 ★

LICENSE NUMBER: EF20001197

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PB PARENT HOLDCO, LP

2 Business name/disregarded entity name, if different from above
PYE-BARKER FIRE & SAFETY, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address number, street, and apt. or suite no.) See instructions.
11605 HAYNES BRIDGE RD STE 350

6 City, state, and ZIP code
ALPHARETTA GA 30009

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

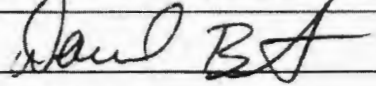
8	1	-	2	8	8	3	7	4	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **1/4/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certificate Of Completion

Envelope Id: 48C4C9C5717E4763BDAA8E471FF921F3	Status: Completed
Subject: Please DocuSign: CM3143 - Pye Barker- Fire Suppression System Inspections - \$45,776.50	
Source Envelope:	
Document Pages: 31	Signatures: 10
Certificate Pages: 6	Initials: 33
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Raven Jones
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	rmjones@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Raven Jones	Location: DocuSign
2/24/2022 1:55:51 PM	rmjones@nassaucountyfl.com	

Signer Events

Signer Events	Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Doug Podiak</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 2/24/2022 2:13:46 PM Viewed: 2/24/2022 2:16:13 PM Signed: 2/24/2022 2:16:51 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Lanaee Gilmore</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 2/24/2022 2:16:54 PM Viewed: 2/24/2022 2:27:04 PM Signed: 2/24/2022 2:31:55 PM
---	--	--

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marshall Eyerman MEyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Marshall Eyerman</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 2/24/2022 2:31:57 PM Viewed: 2/24/2022 5:18:03 PM Signed: 2/24/2022 5:18:17 PM
---	--	--

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Daniel Fanger dfanger@nassaucountyfl.com Asst. OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>DF</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 2/24/2022 5:18:20 PM Viewed: 2/25/2022 8:52:20 AM Signed: 2/28/2022 8:22:52 AM
---	--	--

Electronic Record and Signature Disclosure:
Accepted: 1/12/2022 8:21:25 AM
ID: a674f252-535e-4d30-a29b-ba05d6cf52ef

Signer Events	Signature	Timestamp
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/28/2022 9:12:06 AM Viewed: 2/28/2022 9:31:47 AM Signed: 2/28/2022 9:32:00 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/28/2022 9:32:03 AM Viewed: 2/28/2022 4:40:50 PM Signed: 2/28/2022 4:41:20 PM</p>
<p>COREY WILES willesc@pyebarkerfire.com Business Development Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/28/2022 5:26:27 PM ID: 34b4c350-3ae8-468d-8094-79cd6e899223</p>	<p><i>COREY WILES</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.193.163.146</p>	<p>Sent: 2/28/2022 4:41:24 PM Resent: 3/3/2022 11:08:16 AM Resent: 3/3/2022 1:11:21 PM Viewed: 3/3/2022 1:39:14 PM Signed: 3/3/2022 1:42:51 PM</p>
<p>BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>LPB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 3/3/2022 1:42:55 PM Viewed: 3/3/2022 1:59:40 PM Signed: 3/3/2022 1:59:46 PM</p>

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
<p>Carbon Copy Events</p> <p>Michael Mullin mmullin@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<p>Status</p> <div style="border: 2px solid black; padding: 5px; text-align: center; width: fit-content; margin: 0 auto;"> <p>COPIED</p> </div>	<p>Timestamp</p> <p>Sent: 2/28/2022 9:12:09 AM</p>

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Clerk Admin ClerkServices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/3/2022 1:59:49 PM
RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/3/2022 1:59:51 PM
Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/3/2022 1:59:51 PM
Tammy Conley tconley@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/3/2022 1:59:53 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/24/2022 2:13:46 PM
Certified Delivered	Security Checked	3/3/2022 1:59:40 PM
Signing Complete	Security Checked	3/3/2022 1:59:46 PM
Completed	Security Checked	3/3/2022 1:59:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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: bsimmons@nassaucountyfl.com

To advise County of Nassau 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 bsimmons@nassaucountyfl.com 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.

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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 bsimmons@nassaucountyfl.com 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.

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- 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 bsimmons@nassaucountyfl.com 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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