

FIRST AMENDMENT TO PIGGYBACK AGREEMENT

THIS FIRST AMENDMENT TO PIGGYBACK AGREEMENT (hereinafter “Amendment”) is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the “County”), and **WithersRavenel, Inc.**, a Foreign Profit Corporation having its primary business location at 115 Mackenan Drive, Cary, NC 27511 (hereinafter the “Vendor”).

WITNESSETH:

WHEREAS, the Parties previously entered into a Piggyback Agreement for Facility Condition Assessment & Asset Management Lifecycle Modeling dated February 11, 2025 (hereinafter “Contract”) under which the County accessed a contract the Vendor entered into with Sourcewell (hereinafter “Lead Contracting Agency”), pursuant to a formal competitive procurement process, for the same goods and services identified as Contract Number 012524-WHR (hereinafter “Original Contract”); and

WHEREAS, the Original Contract expires on April 3, 2028, allowing County time to extend the terms of the Contract ; and

WHEREAS, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. Section 4 of the Contract is hereby amended to extend the term of the Contract for an additional one (1) year, and the Contract shall now terminate on September 30, 2026.

SECTION 2. Section 3 of the Contract is hereby amended to increase the compensation an additional amount of Thirty-Six Thousand, Five Hundred Dollars and 00/100 (\$36,500.00) for the renewal term, and the County shall now compensate the Vendor in an amount not to exceed One-Hundred and Twenty-Nine Thousand, Three Hundred and Thirty-Five Dollars 00/100 (\$129,335.00).

SECTION 3. Exhibit “B” to the Contract, titled Vendor’s Quote/Proposal, is hereby amended and replaced in its entirety with the updated quote/proposal attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 4. Upon execution of this Amendment, and in accordance with Section 287.138, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor will comply with all requirements of Section 287.138, Florida Statutes.

CM3870-A1

SECTION 5. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.


[The remainder of this page left intentionally blank.]

CM3870-A1

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

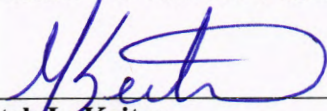
Signature: 

Print Name: A.M. "Hupp" Huppmann

Title: Chairman

Date: 8/11/2025

ATTEST TO CHAIR'S SIGNATURE:



Mitch L. Keiter
Its: Ex-Officio Clerk

FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS

DENISE C. MAY, County Attorney

WithersRavenel, Inc.

Signature: C. Chan Bryant

By: Chan Bryant

Title: Senior Vice President

Date: 7/16/2025



June 30, 2025

Doug Podiak
Public Works Director
Nassau County
45195 Musslewhite Road
Callahan, FL 32011

**RE: Scope and Fee Proposal for Professional Services
Asset Management Capital Lifecycle Modeling
Callahan, Florida
Project # 23-0766-B
Sourcewell Purchasing Contract Number: 012524-WHR
<https://www.sourcewell-mn.gov/participating-agency/21076>**

Dear Mr. Podiak,

WithersRavenel is pleased to provide this Scope and Fee Proposal for Professional Services. We believe these services are essential for having a productive budget and service-level conversation and for sequencing your projects in the most cost-effective manner possible. If you have any questions, please call me or email me per the contact information below.

Sincerely,
WithersRavenel

Jon Mills
Innovation
jmills@withersravenel.com
Direct: 919.500.9181

Attachment:
Scope and Free Proposal for Professional Services



Nassau County Callahan, Florida

Scope and Fee Proposal for Professional Services Asset Management Capital Lifecycle Modeling

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of Nassau County.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this proposal the following references shall apply:

1. Nassau County shall be known as the "Client" or "County".
2. WithersRavenel shall be known as the "Consultant" or "WithersRavenel";
3. The property and overall project shall be known as the "Project".

The Client wishes for a working asset lifecycle model that will support their infrastructure investment planning processes. WithersRavenel will develop this lifecycle model and provide the associated reporting to provide a multi-year strategy to aid in investment decisions. A lifecycle model will be developed for the following asset class: Parks.

B. Timeline for Services

Consultant will begin work upon receipt of Nassau County's executed Piggyback Agreement and written notice to proceed from the Client. Estimated timeframes for the basis of the services described in the Scope of Services are shown below

Milestone	Timeframe
Model Development & Reporting Workshop	6-8 weeks
Managed Services	October 2025 – September 2026

1. The estimated timeframes may be impacted by, among other things:
 - a. Timeliness and additional permit and/or plan reviews of review agencies.
 - b. Timeliness and accuracy of information provided by the Client and Client consultants, including missing data or other configuration information required to be available prior to the consulting service.
2. Opportunities to adjust these estimated timeframes may be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.



C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Proposal.

Task 1 - Model Development & Reporting Workshop

Sub-Task 1: Model Development

- A. Consultant will utilize Client data and input to refine the lifecycle model(s) for the asset class(es) described in the Project Description section.
- B. Consultant will provide results of lifecycle model(s) for the identified scoped asset(s).
- C. Consultant will schedule workshops as required for Client to answer questions regarding data, existing processes, or other factors pertaining to the model.

Deliverables

- 1. Consultant will build and optimize the infrastructure model(s) with multiple budget scenarios and treatment options.
- 2. A minimum of three (3) budget scenarios will be built and provided:
 - a. Calibration simulation that illustrates an unlimited budget and where recommended treatments would be applied.
 - b. A budgeted simulation that applies to Client's current budget.
 - c. A recommended budget simulation that will improve the overall health of assets.

Sub-Task 2: Reporting Workshop

- A. Provide a Reporting Workshop along with documentation that reviews the results of the lifecycle model(s) generated and a recommended budget strategy.
- B. Review the asset lifecycle model(s), results, and available reporting.

Deliverables

- 1. Presentation by WithersRavenel's Subject Matter Expert to review lifecycle model results.
- 2. Review of results of the different budget simulations and recommendation of most adequate budget.
- 3. Written or online documentation detailing the results of the different budget scenarios and the recommended budgeted amount to successfully manage assets. **Note: If provided with a PowerBI Dashboard as a reporting deliverable a maximum of two PowerBI licenses will be provided. Additional licenses can be purchased upon request for an additional fee.*

Task 2 - Managed Services

WithersRavenel's managed services provide the Client access to our lifecycle modeling experts, model updates, and access to asset specific reports that are designed to help you ‘tell the story’ to stakeholders.

The following services are included within the managed services timeframe:

- A. Client may schedule up to twenty-four hours of online meetings with the Consultant to ask questions, discuss “what-if” scenarios, receive training, onboard new staff, review reports, and otherwise engage in conversation regarding any component of the lifecycle model(s) or reports as desired by the Client Provide updates up to six times annually, with new budget simulations added twice a year.



- B. Unlimited replies to questions submitted by email by Client staff.
- C. Two licenses for the Power BI Report Service hosted by the Consultant that allow Client staff to access the Power BI report(s) specific to the asset class(es) covered by this proposal.
 - a. Additional Power BI licenses will be provided by Consultant at cost as requested by Client.
- D. At least one update to the Power BI Report(s) that provides enhancements to the Report(s) at the discretion of the Consultant.
- E. Up to four Minor lifecycle model updates based on data updates provided by the Client. The Power BI Reports will be updated to reflect the model updates. Each Minor Model update may include any combination of the following:
 - a. Loading of data updates provided by Client into lifecycle modeling software
 - (i) Data must be provided by the Client in the same structure and format as originally provided (structure includes the number of fields, field names, and field data type)
 - (ii) Data updates may include asset additions or deletions and/or data changes
 - b. Changes to the service state of assets
 - c. Treatment cost changes as directed by Client
 - d. Budget amount changes as directed by Client
 - e. Corrections to decision model(s) at the discretion of the Consultant
 - f. Up to two new simulations based on budget amount changes
 - g. One new simulation that incorporates forced rules as directed by the Client
 - h. Up to two hours of online meeting time with Client staff (in addition to A above)

Minor Model update services do not include:

- a. Changes to the data structure or data source
 - b. Significant changes to current decision model(s) or addition of new decision models
 - c. New data mappings that affect the Reports
- F. One Major lifecycle model update that addresses one or more of the following in addition to the Minor Model update services described above:
- a. Changes to the data structure or data source provided by the Client
 - b. Up to two new decision models
 - c. Data mappings that affect the Report(s)
 - d. Other changes requested by the Client and agreed to by the Consultant

Deliverables with each update provided:

1. Updated model simulations available to the Client
2. Updated Power BI report(s) published to the Power BI Service
3. Updated documentation as applicable



D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Proposal (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. The exclusions are described below but are not limited to the following:

- a. Unless otherwise specified in Scope of Services, evaluation of current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- b. Troubleshooting any issues related to IT infrastructure, including computer software and/or GIS or other systems.
- c. Migration of data from other systems or locations, unless specified in Scope of Services.
- d. Updating source data.
- e. Exporting data to any other systems or third parties other than those specified in Scope of Services.
- f. Training in model development.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. Provide client representative(s) for communications and decisions.
2. Provide any information needed to complete the Project not specifically addressed in the Scope of Services.
3. Determine and assemble data sources to be used in the Model, unless otherwise indicated in this Proposal.
4. Provide access to Subject Matter Experts to answer any questions required by the Consultant related to the data, asset management processes, or financial information.
5. Complete data schema and/or data updates recommended by the Consultant and provide updated data to Consultant.
6. Client shall use best efforts to identify all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a change to the task list.
7. Review the output of the Model.
8. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant.
9. Provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
10. Provide at least a 24-hour notice cancellation if required members for any scheduled meeting cannot attend allowing for cancellation/re-scheduling to keep the project on schedule.
11. Inform Consultant if Managed Services data refreshes change the existing data schema.
12. Consultant will host any required meetings using online screen sharing software (Webex, Zoom, MS Teams, or similar). The Client is responsible for ensuring remote access for all Client participants.
13. Client is responsible for reviewing all reports and documentation.
14. Any legal representation requiring an attorney at law.



F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee	Sourcewell Discount	Price
Parks				
1	Model Development (one-time fee)	\$8,765	3%	\$8,500.00
2	Managed Services (Oct 2025 – Sept 2026)	\$12,372	3%	\$12,000.00
Facilities				
2	Managed Services (Oct 2025 – Sept 2026)	\$16,500	3%	\$16,000.00
TOTAL				\$36,500.00

Term

The initial managed service term of this Schedule is October 1st, 2025 through September 30th, 2026.

1. Invoices will be issued monthly, the Model Development task will be billed based on the percentage of completion for the lump sum amount, the Managed Services task will be invoiced at the start of the term for the full lump sum amount. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.