Agenda Item #:3U-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 17, 2026 [x] Consent [ ] Regular [ ] Public Hearing [ ] Workshop

Department: Office of Technology and Innovation (OTI)
Submitted by: Office of Technology and Innovation
Submitted for: Office of Technology and Innovation

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: fully executed Task Order #6 to Contract R2022-1296, as amended, with GPI Geospatial, Inc. (GPI) in the amount of $71,000 for the 2026 Palm Beach Coastal Orthophotography Program, for the period of August 25, 2026, through December 31, 2026.

Summary: On November 1, 2022, The Board of County Commissioners (BCC) approved the contract with GPI (R2022-1296) to provide geospatial services such as planimetric mapping, digital orthophotography, Light Detection and Ranging (LiDAR) processing and GPS survey in support of the County's Geographic Information System. Task Order #6 was initiated by the Environmental Resources Management Department for the consultant to provide coastal orthophotography. The Deputy Chief Information Officer has executed Task Order #6, on behalf of the BCC, as per Resolution R2022-1297 approved on November 1, 2022. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. Countywide (TC)

Background and Justification: On April 28, 2022, GPI was selected in accordance with the Consultant Competitive Negotiations Act (CCNA) to provide the County with Palm Beach County mapping, GPS survey and LiDAR processing services on a work task order basis. On November 1, 2022, GPI was awarded Contract R2022-1296 to perform the required professional services for upcoming geospatial projects as part of the Office of Technology and Innovation Countywide Geographic Information System Capital Project. This is the sixth task order for GPI under the contract.

Attachments:

1. Task Order #6 to R2022-1296 with GPI Geospatial, Inc.
2. R2022-1296 Contract for Consulting/Professional Services with GPI Geospatial, Inc.
3. Amendment 1 to Contract for Consulting/Professional Services R2024-1332
4. Amendment 2 to Contract for Consulting/Professional Services R2025-1498
5. Amendment 3 to Contract for Consulting/Professional Services R2026-1083
6. Budget Availability Statement from Environmental Resources Management.

Recommended by: _____ 10/14/26
Deputy Chief Information Officer Date

Approved by: _____ 10/20/26
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	**2027**	**2028**	**2029**	**2030**	**2031**
Capital Expenditures	$71,000	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	**$71,000**	**$0**	**$0**	**$0**	**$0**
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget Yes X No ___

Does this item include the use of federal funds? Yes ___ No X

Does this item include the use of state funds? Yes ___ No X

Budget Account Number: Fund 3652 Dept 381 Unit various Object 3120

B. Recommended Sources of Funds / Summary of Fiscal Impact

Budget Availability Statement provided by Environmental Resources Management. Payment will be made in FY2027.

C. Department Fiscal Review: 10/8/26

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

10/15/26
OFMB 10/15 AMF 10/15 AH 10/15

10/16/26
Contract Administration 26, 10.16.26

B. Legal Sufficiency:

Assistant County Attorney

C: Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Attachment 1

TASK ORDER

TASK ORDER # 6

CONSULTANT GPI Geospatial, Inc.

ACCOUNT # see attached BAS

CONTRACT# R2022-1296

COUNTY PROJECT MANAGER Regina Hagger

PHONE 355-2246

PROJECT NAME 2026 Palm Beach Coastal Orthophotography Program

LOCATION Palm Beach County Coasts and Inlets

TASK DESCRIPTION Color Digital Orthophotos 1"=100' horizontal accuracy, 0.32 foot ground resolution per attached proposal

DELIVERABLES See attached proposal

DUE DATE December 31, 2026

TASK ORDER TYPE Lump Sum

RETAINAGE 10%

TOTAL AMOUNT $71,000

PROJECT MANAGER Regina Hagger DATE 8/25/2026
Regina Hagger

CONSULTANT _____ DATE 8/25/2026
Michael Zoltek, Asst. Vice President

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
MICHAEL BUTLER, DEPUTY CHIEF INFORMATION OFFICER

APPROVED AS TO
LEGAL SUFFICIENCY

/s/ David C. Behar
_____
DAVID BEHAR, COUNTY ATTORNEY

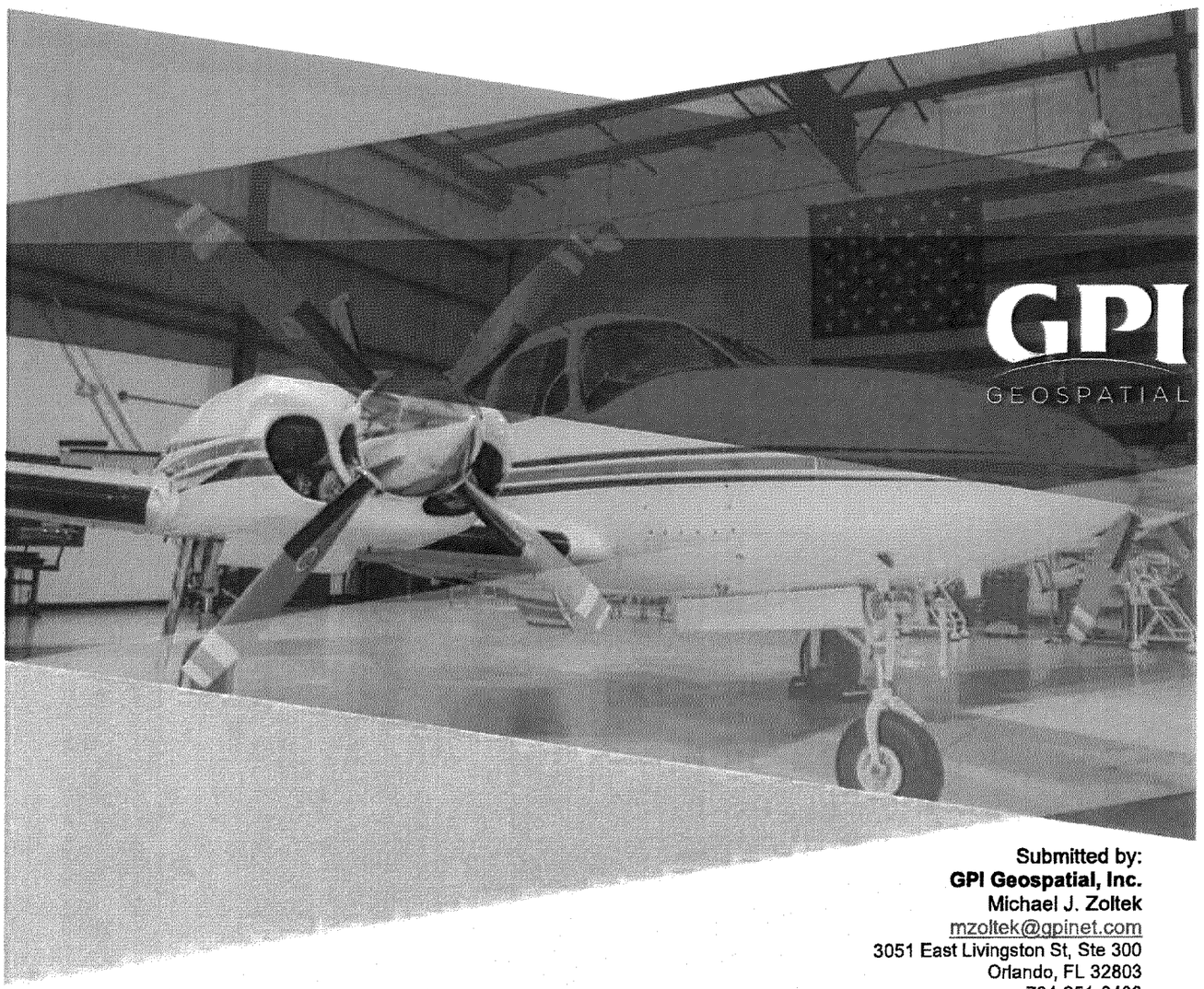
APPROVED AS TO
TERMS AND CONDITIONS

_____
MICHAEL BUTLER, DEPUTY CHIEF INFORMATION OFFICER

PROPOSAL
FOR PROFESSIONAL SERVICES

2026 Palm Beach County Coastal Orthophotography

for **Palm Beach County Office of Technology and Innovation**



Submitted by:
GPI Geospatial, Inc.
Michael J. Zoltek
mzoltek@gpinet.com
3051 East Livingston St, Ste 300
Orlando, FL 32803
704-251-8408

February 20, 2026

Regina Hagger, GISP
GIS Manager, Palm Beach County Office of Technology and Innovation
301 N Olive Ave, 8th Floor,
West Palm Beach, FL 33401
Voice: 561.355.2246, E-mail: RHagger@pbcgov.org

RE: 2026 Palm Beach Coastal Orthophotography Proposal
GPI Geospatial Inc. Project No. 2021724.06

Dear Ms. Hagger:

Thank you very much for the opportunity to propose on the coastal orthophotography development project. The ***2026 TECHNICAL SPECIFICATIONS ENVIRONMENTAL AERIAL PHOTOGRAPHY ACQUISITION FOR PALM BEACH COUNTY COASTS & INLETS*** were followed to develop our fee estimate, as well as our technical approach and understanding that Palm Beach County wants to receive virtually the same service and deliverables as previously provided to you since 2021. Some items to note with our work plan are as follows:

Scope of Services: GPI Geospatial, Inc. (GPI) proposes to acquire the RGB aerial imagery using a digital sensor – a Microsoft Ultracam. Where the Technical Specifications define acquisition and delivery parameters in terms of a film camera (e.g., Map Scale 1" = 100'), GPI will acquire and deliver as those criteria apply to the Ultracam sensor. More specifically, the raw ground pixel resolution is specified to be 0.33 feet at a horizontal accuracy of 3.79 feet at the 95% confidence interval.

Imagery Acquisition: ***GPI's fee proposal includes no more than two mobilizations to the project site*** by the flight team. If additional mobilizations are necessary to complete the imagery acquisition, additional fees will have to be authorized. ***The fee for each additional site mobilization will be a lump-sum fee of $18,250.*** This fee includes all costs, including aircraft, sensors, fuel, labor, imagery acquisition, and on-site direct expenses.

GPI's Fee Proposal Breakdown:

• Imagery Acquisition and Processing	$ 32,000
• Aerial Triangulation	$ 14,000
• Orthophoto Mapping	$ 25,000
TOTAL PROPOSAL FEE	**$ 71,000**

OPTIONS / ADDITIONAL SERVICES:

• Additional Mobilization (flight team)	$ 18,250

Thank you once again for the opportunity to propose on this project. We look forward to your response and to working with you again. If you have any questions, please don't hesitate to call me at any time.

Sincerely,



Michael J. Zoltek
Vice President

2026 TECHNICAL SPECIFICATIONS

ENVIRONMENTAL AERIAL IMAGERY ACQUISITION FOR PALM BEACH COUNTY COASTS & INLETS

1. PURPOSE

Palm Beach County (PBC) intends to issue a contract to provide digital orthoimagery in the coastal areas for the purposes of monitoring coastal erosion, performance of restoration projects, accretion in inlet shoals, and mapping and quantifying exposed rock and/or reef in nearshore waters. In order to ensure that the County's goals are met, these technical specifications include criteria for physical conditions during the time of image collection (sun angle, tide stage, sea surface conditions, water clarity, and those conditions outlined in Section 3 below), imaging equipment, horizontal and vertical control and aerial triangulation, orthorectification, and deliverables. The minimum acceptable criteria are as follows:

2. LOCATION AND COVERAGE

The area of coverage includes the entirety of the PBC coastline located in Palm Beach County, Florida, from the Martin County line to the Broward County Line. The coastal and nearshore coverage includes all inlets as follows:

- **Jupiter Inlet.** West to Alternate A1A
- **Lake Worth Inlet.** West to the Port of Palm Beach
- **South Lake Worth Inlet.** West to the Boynton boat ramp
- **Boca Raton Inlet.** West to Palmetto Park Road

The orthoimagery deliverable for this project involves 92 tiles that cover 4,200' x 3,000' each at a ground sampling distance (GSD) of 0.33 ft.

Coastal coverages, at a minimum, must match the imagery provided by prior contractors for 2020 and 2022 and will include no less than 2,000' from shore and land mass sufficient for aerial triangulation and orthorectification of the imagery. Relative to the flight conditions described in Section 3 below, approximately 1/3 of the image area should be land mass and 2/3 ocean.

3. FLIGHT CONDITIONS

PBC requires that aerials be flown on a rising tide, at least 2 hours after low tide and no later than 2 hours after high tide to ensure clear water inside the inlets. Water clarity and sea state are the most important factors in obtaining the necessary image quality for evaluating the reefs in the nearshore waters. Calm seas and clear water are essential for acceptable images. Sea state above 2' or winds in excess of 10 mph generally lead to unacceptable water clarity. Cloud cover, fog, smoke and other factors must also be considered to ensure acceptance, and the sun angle must be between 15 degrees and 35 degrees.

The flight window of opportunity shall begin on May 1. The goal is to complete the flights before the rainy season, as once the rains begin it becomes increasingly difficult to schedule flights. The preferred months for flights are May through August, when the seas are likely to be the calmest. Prior to flight, the contractor will provide PBC with a chart showing the calendar dates of flight opportunities that are favorable to the sun angle and tide constraints of the project. PBC and the contractor will then jointly monitor various Federal, State, and local internet web sites for favorable weather, tide, and water clarity conditions immediately preceding those dates of flight opportunity. **PBC will provide the final on site assessment of the sea conditions and, in consultation with the contractor who will be monitoring the sky conditions, will provide the final authorization for the flight 24 hours prior to the anticipated flight.**

PBC requires that image capture will start on the north end of the County. The contractor will attempt to capture the entire coastline during each flight mission. Factors which may keep this from occurring could include clouds below the aircraft, rain or high winds.

Logs shall be maintained and provided to PBC for the following:

A. A flight log representing aircraft flight time shall be maintained on an hourly basis. The time of takeoff, start of imaging, end of imaging, and landing shall be recorded to the nearest of 0.1 of an hour.
B. A daily weather log shall be maintained for each flight attempt to substantiate any delays due to inclement weather. The weather log shall include date, location, weather report, and weather forecast from the U.S. Weather Bureau. This information may be supplemented by direct observation.
C. A tide log shall include the date, time, and location of the nearest NOAA tide station(s) being reported and the tide elevation at the beginning, middle, and end of data collection as calculated for image collection location (through interpolation between adjacent tide stations). All reported tide elevations shall be referenced to NAVD 88.

4. SCOPE OF WORK

The contractor shall furnish all necessary materials, labor, supervision, equipment, and transportation necessary to execute and complete all work required by these specifications.

The scope of work includes new digital aerial orthoimagery. The contractor shall provide nadir RGB aerial imagery, digital tile index maps, aerial triangulation, orthorectified digital images, and digital plot files. All requirements commonly included in comparable professional grade work are to be included in these specifications and all deliverables specified in Section 11 are required to complete the scope of work.

5. CONTROL & TARGETING

The contractor will incorporate the most recent aerial triangulation block, to be provided by PBC, in place of running its own control network.

Prior to image acquisition, the contractor may elect to repaint additional existing targets for additional statistical QC purposes.

No other control should be necessary to attain the specified accuracy requirements. Offshore control is not required.

6. AERIAL IMAGERY

The images shall be furnished from new aerial imagery flown specifically for this contract. Nadir RGB aerial imagery shall cover the areas specified in Section 2 above. The aerial images shall be suitable for producing digital orthoimagery with 0.33 ft. GSD. **PBC shall approve all imagery prior to orthorectification. The contractor will provide within two (2) weeks from completion of aerial flights the digital raw imagery to PBC for this purpose.**

All images shall be clear and sharp in detail, fine-grained, uniform average density, average minimum contrast, free of clouds and cloud shadows, light streaks, smoke, static marks, fog, or other blemishes which would render them unsuitable for their intended purpose. Light reflections from water areas shall be kept to the minimum when possible, consistent with wave action, use of filters, and time of image collection and without extensive obscuration from ground shadow.

A flight line index map for the entire project will be provided to PBC. Each image position will be labeled with the image/sheet number and be provided in electronic format as ESRI shapefiles. In addition, the contractor will provide a digital mosaic image in MrSID format. This shall be delivered to PBC immediately upon completion of the aerial triangulation.

7. COORDINATE REFERENCE FRAME

Horizontal: NAD 83/90 Florida State Plane, East Zone, US Survey Feet Vertical:
NAVD 88, US Survey Feet

8. AERIAL TRIANGULATION

PBC expects the aerial triangulation solution will meet or exceed a horizontal accuracy of 4.5 feet at the 95% confidence interval as specified in the FGDC "Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (NSSDA)". PBC additionally expects the final imagery to comply with the American Society for Photogrammetry and Remote Sensing (ASPRS) Positional Accuracy Standards for Digital Geospatial Data (2014) and the NSSDA. The contractor shall deliver a digital copy of its aerial triangulation report to PBC.

9. DIGITAL ORTHOIMAGERY (GeoTIFF)

The contractor shall prepare and deliver digital orthorectified RGB image files in **GeoTIFF** format.

9.1 Surface Model. PBC will provide the surface model necessary for orthorectification. The contractor will be responsible for verifying the completeness and supplementing the collection, where required.

9.2 Image Processing. In order to better reveal subsurface features, a gamma stretch shall be used. Color and tone will be defined and submitted to PBC for approval and that definition will be approved by PBC and used by the contractor for production of the remaining project. The final output will be at both a 0.33 ft. GSD and 1.0 ft. GSD.

9.3 Raw Orthorectified Imagery. The contractor will provide the raw digital orthorectified imagery for each tile of imagery. This will give PBC the opportunity to ensure image quality after it has been orthorectified, but before the images are mosaiced, cleaned up, color balanced, or feathered along cut lines. These will be at 0.33 ft. GSD and delivered on a USB2/3 or firewire external hard drive with .tif (GeoTIFF) files. **This raw imagery is provided with a strict understanding that they will only be used for PBC's internal purposes and will not be made available to the general public.**

9.4 Image Mosaicing. When two or more digital orthoimage tiles are mosaiced, the tile judged by visual inspection to have the best contrast should be used as the reference image. The brightness value of the other tiles shall be adjusted to match that of the reference tile. The join lines between the overlapping tiles shall be chosen so as to minimize tonal variations. Localized adjustments of the brightness values shall be performed to minimize tonal differences between join areas. Sheets will end match precisely with adjacent sheets with no cover, a seamless mosaic digital image shall be created of the overall basin.

9.5 MrSID Imagery. The contractor shall produce three (3) MrSID files at 20x compression that match the tile layouts for the 1.0 ft. GSD images.

10. QUALITY CONTROL

The contractor shall make every effort to minimize errors or defects in the final imagery. PBC will return comments to the contractor within fifteen (15) days of receipt of imagery. The contractor shall respond to PBC's comments or concerns within fifteen (15) days, either making necessary corrections or providing clarification.

11. DELIVERABLES

On completion of the service, all data required shall be delivered or mailed to PBC at the address shown in the contract and shall be accompanied by a properly numbered, dated and signed letter or shipping form listing the materials being transmitted. All costs of the deliverables shall be borne by the contractor. Items to be delivered include, but are not limited to, the following:

1. One copy of the Aerial Triangulation Report in digital format. (Includes the current aerial camera calibration report.)
2. One copy of the Image Processing and Quality Control Report in digital format. (Includes the Flight and Film Inspection Report and Statistical Validation Report.)
3. One copy of the flight report signed by the pilot or the aerial sensor operator. The flight report shall contain the flight, tide, and weather logs as outlined in Section 3.

4. Raw digital orthorectified imagery is by default 4-Band (RGB & IR) collected at 16-Bit radiometric resolution. Provided on a USB2/3 external hard drive with .tif (GeoTIFF) files produced at 0.33-ft GPR before they were mosaicked, cleaned up, or color balanced. These are provided with a strict understanding that they will only be used for PBC's internal purposes and will not be made available to the general public.
5. 92 digital orthorectified tiles at 16-Bit Radiometric Resolution and all 4-Bands (RGB & IR). Minimal adjustments as not to alter the Digital Number (DN) values very much. Provided on a USB2/3 or firewire external hard drive with .tif (GeoTIFF) files produced at both 0.33-ft GPR and 1.0-ft GPR.
6. Digital imagery provided in MrSID format in 3 segments, and these 3 images will be created at 20x compression for the 1.0 ft. GSD images.
7. Digital raw imagery, tile, and mosaic index maps in .dwg and .shp format.
8. Digital image mosaic in MrSID format upon completion of the aerial triangulation.
9. Federally compliant metadata in electronic format for each deliverable in Item 5 above.

12. SCHEDULE

All deliverables will be sent to PBC sixty (60) days after completion of successful aerial image collection. The contractor shall submit a schedule for this project in Microsoft Office format within ten (10) days of receipt of the Task Order, with priority of capture given to Lake Worth Inlet to South Lake Worth Inlet.

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: 2026 Palm Beach Coastal Orthophotography

SOLICITATION/PROJECT/BID NO.: 2022051/ContractR2022-1296/TO#6

SOLICITATION OPENING/SUBMITTAL DATE: February 20, 2026

COUNTY DEPARTMENT: Dept. of Engineering & Public Works

Section A

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: GPI Geospatial, Inc

ADDRESS: 3051 E Livingston, St. Ste 300. Orlando, FL 32803

CONTACT PERSON: Michael J. Zoltek

PHONE NO.: 704-251-8408

E-MAIL: mzoltek@gpinet.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 100%

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☑ **SBE** ☐

Section B

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1. n/a	☐	☐	0
2.	☐	☐	
3.	☐	☐	
4.	☐	☐	
5.	☐	☐	

(Please use additional sheets if necessary)

Total 0

Total Bid/Offer Price $ 71.000.00

Total Certified SBE Participation $ 0

I hereby certify that the above information is accurate to the best of my knowledge: Digitally signed by Michael J. Zoltek Date: 2026.08.19 09:44:23 -04'00'

Name & Authorized Signature

Vice President

Title

Note:

1. **The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.**
2. **Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please**
3. **Modification of this form is not permitted and will be rejected upon submittal.**
4. **If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.**

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2022051/Contract R2022-1296/ Task Order #6

SOLICITATION/PROJECT NAME: 2026 Palm Beach County Coastal Orthophotography Program

Prime Contractor: GPI Geospatial, Inc. Subcontractor: n/a

(Check box(s) that apply)

☐ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	GPI Geospatial, Inc. - Coastal Orthophotography	$71,000.00	1	0	100%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 100%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

n/a
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: 0%

GPI Geospatial, Inc.
Print Name of Prime

By: _____ Digitally signed by Michael J. Zoltek Date: 2026.08.19 09:50:24 -04'00'
Authorized Signature

Michael J. Zoltek
Print Name

Vice President
Title

Date: 08/19/2026

n/a
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

_____
Print Name

_____
Title

Date: _____

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: 2026 Palm Beach Coastal Orthophotography

SOLICITATION/PROJECT/BID NO.: 2022051/ContractR2022-1296/TO#6

SOLICITATION OPENING/SUBMITTAL DATE: February 20, 2026

COUNTY DEPARTMENT: Dept. of Engineering & Public Works

Section A

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ADDRESS: 3051 E Livingston, St. Ste 300. Orlando, FL 32803

CONTACT PERSON: Michael J. Zoltek

PHONE NO.: 704-251-8408

E-MAIL: mzoltek@gpinet.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 100%

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☑ **SBE** ☐

Section B

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1. n/a	☐	☐	0
2.	☐	☐	
3.	☐	☐	
4.	☐	☐	
5.	☐	☐	

(Please use additional sheets if necessary)

Total 0

Total Bid/Offer Price $ 71.000.00

Total Certified SBE Participation $ 0

I hereby certify that the above information is accurate to the best of my knowledge: Digitally signed by Michael J. Zoltek Date: 2026.08.19 09:44:23 -04'00'

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Vice President

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SOLICITATION/PROJECT NUMBER: 2022051/Contract R2022-1296/ Task Order #6

SOLICITATION/PROJECT NAME: 2026 Palm Beach County Coastal Orthophotography Program

Prime Contractor: GPI Geospatial, Inc. Subcontractor: n/a

(Check box(s) that apply)

☐ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

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Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	GPI Geospatial, Inc. - Coastal Orthophotography	$71,000.00	1	0	100%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 100%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

n/a
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: 0%

GPI Geospatial, Inc.
Print Name of Prime

By: [signature] Digitally signed by Michael J. Zoltek Date: 2026.08.19 09:50:24 -04'00'
Authorized Signature

Michael J. Zoltek
Print Name

Vice President
Title

Date: 08/19/2026

n/a
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Print Name

Title

Date: _____

R2022 1296

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of NOV 0 1 2022, 20__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and GPI Geospatial, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 45-0535502.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Geospatial services including but not limited to planimetric mapping, digital orthophotography, GPS Surveying, LiDAR processing, and other Geospatial tasks as required for the COUNTY's Geographic Information System (GIS).

Upon request of the COUNTY'S representative, the CONSULTANT will provide the COUNTY with a written firm price proposal and schedule for each proposed Task Order. The CONSULTANT is aware that the COUNTY has entered into contracts with other firms for similar services and that the COUNTY may request proposals form other for each proposed Task Order, or may negotiate individual Task Orders directly with any of the potential suppliers without requesting competing proposals from the CONSULTANT. The CONSULTANT has not been guaranteed any minimum amount of work under this contract and the COUNTY will award Task Orders as are determined, in the sole judgement of the COUNTY, to be in its best interest.

Task Orders will be in substantially the form of EXHIBIT A, describe the work to be performed, the schedule for performance, and the firm fixed price based on other costs used to determine the final price of the task order, with a "Not to exceed" amount.

Task Orders of less than $100,000 will be authorized by the County Administrator or designee. Task order of $100,000 or more will require approval by Board of County Commissioners.

The COUNTY'S representative/liaison during the performance of this Contract shall be Regina Hagger, GIS Manager, telephone no. (561) 355-2246.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Michael Zoltek, Project Manager, telephone no. (704) 251-8408.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 18, 2022 and complete all services by October 18, 2024. The COUNTY may, at its options, extend the Contract for up to three (3) additional one (1) year periods, upon written notice to the CONSULTANT. No Task Orders may be issued

following expiration of the Contract and all open Task Orders shall be completed in accordance with their applicable schedules.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The COUNTY will issue Task Order for specific projects under this Contract. The CONSULTANT shall submit a proposal for each Task Order to include all services and materials. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the amount has been reached. The remaining 10% will be rendered upon receipt of final deliverables outlined in the Task Order. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

D. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its subconsultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 280.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY'S requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

The CONSULTANT must adhere to all of the specifications set forth in RFP 2022051 and CONSULTANT's response thereto, all of which is incorporated herein by reference. This includes, but is not limited to, CONSULTANT's adherence to the Affirmative Procurement Initiatives (APIs) identified on RFP 2022051 and as incorporated herein as Attachment 1, which requires that a minimum of 25% of the total dollar value of the Contract be subcontracted to County-certified SBEs, in accordance with the County's Equal Business Opportunity Ordinance, which is herein incorporated by reference. Failure to comply with this Article 7 is a material breach of this Contract.

i. CONSULTANT shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY'S contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

ii. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.
The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

The CONSULTANT shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation: Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy t h at includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Department
Using the address as indicated in the "Notices" article or another address on agreement of the parties.

F. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business

association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.
Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control.
The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Information Systems Services
Countywide GIS
301 N Olive Ave., 8th Floor
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Michael Zoltek

GPI Geospatial, Inc.
3051 E Livingston St, Suite 300
Orlando, FL 32803

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT

is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on The Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The CONSULTANT is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY 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 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

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 the CONSULTANT does not transfer the records to the public agency.

D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired

workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

R2022 1296

NOV 0 1 2022

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Robert S. Weinroth, Mayor

WITNESS:

Jeanne Martin
Signature

Jeanne Martin
Name (type or print)

Andre Jacome
Signature

Andre Jacome
Name (type or print)

CONSULTANT:

GPI Geospatial, Inc.
Company Name

_____
Signature

Michael Zoltek
Typed Name

Assistant Vice President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Archie Satchell, CIO

EXHIBIT "A"

TASK ORDER

TASK ORDER #

CONSULTANT

ACCOUNT #

CONTRACT#

COUNTY PROJECT MANAGER Regina Hagger

PHONE

PROJECT NAME

LOCATION

TASK DESCRIPTION

DELIVERABLES

DUE DATE

TASK ORDER TYPE Lump Sum

RETAINAGE 10%

TOTAL AMOUNT

PROJECT MANAGER _____ DATE _____
Signature

CONSULTANT _____ DATE _____
Printed Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
MAYOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
COUNTY ATTORNEY

APPROVED AS TO
TERMS AND CONDITIONS

_____
CHIEF INFORMATION OFFICER

ATTACHMENT 1

AFFIRMATIVE PROCUREMENT INITIATIVES FOR PROFESSIONAL SERVICES CONTRACTS ("API"s)

The API(s) approved for this project are selected below by ☒. Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance. Exhibit "X" attached hereto and incorporated herein by reference, includes all forms related to the EBO Program, including waiver forms and good faith documentation. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☐ **SBE Vendor Rotation – Contract valued at less than $100,000 (non-CCNA) (no price competition)**

Prequalified SBE firms will be assigned work tasks on a rotating basis.

A prequalified panel of SBE Professional Services firms (the SBE Vendor Rotation List) will be assigned work tasks on a rotating basis. Periodically, the SBE Vendor Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most dollars received from the County based upon the cumulative dollars received within the past year.

☐ **SBE Vendor Rotation - Contract valued at less than $100,000 (price competition required)**

The Originating Department shall solicit price quotations from the next 3 prequalified SBE firms in the SBE Vendor Rotation list.

When the County requires price competition in its Solicitations, and when quotations from several firms are required before award of Contracts valued at less than $100,000, Solicitations for price quotations shall be affirmatively and directly sought from the next 3 firms appearing in the SBE Vendor Rotation list of prequalified firms for that type of Professional Service prior to Contract award. With each successive Solicitation of quotations of this type, the list shall be rotated to the next group of three SBE vendors appearing in the rotation.

☐ **Evaluation Preference for New SBE Prime Respondents for RFPs**

_____ points (Up to 15 percent of total evaluation points) have been allocated for NEW SBE Prime respondents for this Contract.

Up to 15 percent (15%) of the total number of evaluation points allocated for selection of a Professional Services firm by the County shall be reserved for SBE prime respondents that have only received their first contract award with the County within the past year, or have not yet received a cumulative total of $1,000,000 or more in payments from the County for Professional Services rendered (whichever period of time is longer).

☐ **SBE Reserve for Contracts Less than $5,000**

This Contract procurement is limited to certified SBE Professional Services firms.

Small Professional Services Contracts valued at less than $5,000 shall be reserved exclusively for competition among SBE Professional Services firms.

☐ **SBE Reserve for Contracts Between $5,000 and $99,999, (non-CCNA) SBE Quotations Required**

The Originating Department shall affirmatively solicit at least 2 to 3 quotations or proposals from SBE firms prior to award.

For non-CCNA Professional Services Contracts valued between $5,000 and $99,999, the County shall require at least two to three quotations or proposals be solicited from SBE Professional Services firms before the County may make an award.

☐ **SBE Evaluation Preference for SBE Prime Respondents (Contracts less than $500,000)**

_____ **Points (up to 15% of the total evaluation points) are available to SBE prime respondents**

An SBE Evaluation Preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for SBE prime bidders on County Professional Services Contracts valued at less than $500,000.

☐ **SBE Evaluation Preference for SBE Participation (Contracts $500,000 or greater)**

_____ **(0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder's team.**

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to Professional Services Solicitations valued at $500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.

☒ **SBE Subcontracting Goals for Professional Services**

A 25% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

☐ **M/WBE Evaluation Preferences for M/WBE Participation**

_____ **(0 to 15%) evaluation total points shall be awarded based on the level of M/WBE dollar participation that has been committed to on the prime respondent/bidder's team.**

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals based upon the relative level of M/WBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero M/WBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the proposal from the prime respondent/bidder that proposes achieving the maximum M/WBE participation among all prime respondent/bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100 to that bidder; and a prime respondent/bidder's team that achieves only half as many dollars in M/WBE participation as the firm with the greatest M/WBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100).

Explanation of GSC's reasons for applying this API:

☐ **M/WBE Subcontracting Goals for Professional Services**

_____ **(Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons.**

Up to 40% of this Contract as noted above, shall be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons). However the EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms.

Explanation of GSC's reasons for applying this API:

☐ **M/WBE Segmented Subcontracting Goals for Professional Services**

_____% of the M/WBE subcontracting goal shall be achieved through the utilization of ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, ☐ Non-minority women persons (Check applicable).*

M/WBE Segmented Subcontracting Goals are established where an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 46% on a given Contract, the segmented subcontracting goal may require that at least 10% of that 46% shall be satisfied through the utilization of African American subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms.

Explanation of GSC's reasons for applying this API:

☐ **M/WBE Vendor Rotation – Contracts valued at less than $100,000- Non-CCNA- No Price Competition**

A prequalified panel of M/WBEs shall be assigned work tasks on a rotating basis.

For non-CCNA County Professional Services Contracts valued at less than $100,000, a prequalified panel of M/WBE Professional Services firms will be assigned work tasks on a rotating basis. Periodically, the M/WBE Vendor Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most dollars received from the County based upon the cumulative dollars received within the past year.

Explanation of GSC's reasons for applying this API:

☐ **M/WBE Vendor Rotation – Contracts valued at less than $100,000-Non-CCNA with Price Competition required**

The Originating Department shall solicit quotations from the next 3 firms appearing in the M/WBE Vendor Rotation list.

When quotations from several firms are required before award of Contracts valued at less than $100,000, Solicitations for price quotations shall be affirmatively and directly sought from the next three firms appearing in the M/WBE Vendor Rotation list of prequalified firms for that type of Professional Service prior to Contract award. With each successive Solicitation of quotations of this type, the list shall be rotated to the next group of three M/WBE vendors appearing in the rotation.

Explanation of GSC's reasons for applying this API:

☐ **M/WBE Required Quotations for DPO Contracts up to $5,000**

For small DPO Professional Services Contracts valued at less than five thousand dollars ($5,000), the Originating Department shall solicit quotes from _____ (up to 3) M/WBE firms prior to award.

Explanation of GSC's reasons for applying this API:

☐ **Required M/WBE Solicitation for non-CCNA Contracts Valued Between $5,000 and $99,999**

The Originating Department shall solicit at least two to three quotations or proposals from M/WBE Professional Services firms before the County may make an award.

Explanation of GSC's reasons for applying this API:

AMENDMENT NO. 1 TO CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES

R2024 1332

This AMENDMENT No. 1, dated October 8, 2024, is to Contract R2022-1296 ("Contract") between Palm Beach County, a political subdivision of the State of Florida, ("County") and GPI Geospatial, Inc. a corporation authorized to do business in the State of Florida ("Consultant").

WHEREAS, on November 1, 2022 the parties entered into the Contract whereby Consultant provides the County with geospatial services, such as mapping, surveying, and Lidar processing services on a task order basis; and

WHEREAS, Article 2 of the Contract provides that all services shall be completed by October 18, 2024; and

WHEREAS, Article 2 of the Contract further provides that the County may extend the Contract for up to three (3) additional one (1) year periods; and

WHEREAS, the County desires to extend the Contract for the first additional one (1) year period.

NOW, THEREFORE, the parties wish to amend Article 2 of the Contract as follows:

ARTICLE 2 – SCHEDULE

The CONSULTANT shall commence services on October 18, 2022 and complete all services by October 18, 2025. The COUNTY may, at its option, extend the Contract for up to two (2) additional one (1) year periods, upon written notice to the CONSULTANT. No Task Orders may be issued following expiration of the Contract and all open Task Orders shall be completed in accordance with their applicable schedules.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

Except as expressly modified in this Amendment No. 1, all terms and conditions of the Contract remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County and Consultant have each caused this Amendment to be executed by its duly authorized officials as of the date first set forth above.

R2024 1332

ATTEST:

PALM BEACH COUNTY

Joseph Abruzzo, Clerk & Comptroller

By: _____
Deputy Clerk

(SEAL)

OCT 0 8 2024

Palm Beach County, By Its Board of County Commissioners

By: _____
Maria Sachs, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Archie Satchell, CIO, ISS

GPI Geospatial, Inc.

By: _____
Signature

Michael J. Zoltek
Printed Name

Assistant Vice President
Title

Witness: _____
Signature

Linda J Zoltek
Printed Name

_____
Title

CONTRACT EXHIBIT C

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of GPI Geospatial, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Michael J. Zoltek, Assistant Vice President
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 23rd day of September 2024, by Michael Zoltek

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

MARGARET FERNANDEZ
NOTARY PUBLIC, State of Florida
COMMISSION NUMBER HH 244442
EXPIRES March 22, 2028

(Notary Seal)

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller certify this to be a true and correct copy of the original filed in my office
on OCT 08 2024
dated at West Palm Beach.
By _____ Deputy Clerk

AMENDMENT NO. 2 TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

R 2025 1498

This AMENDMENT No. 2, dated October 21, 2025, is to Contract R2022-1296 ("Contract") between Palm Beach County, a political subdivision of the State of Florida, ("County") and GPI Geospatial, Inc., a corporation authorized to do business in the State of Florida ("Consultant").

WHEREAS, on November 1, 2022 the parties entered into the Contract whereby Consultant provides the County with geospatial services, such as mapping, surveying, and Lidar processing services on a task order basis; and

WHEREAS, Article 2 of the Contract provides that all services shall be completed by October 18, 2024, while allowing for three (3) additional one (1) year extensions, at the County's option; and

WHEREAS, on October 8, 2024, the Parties executed Amendment No. 1, extending the duration of the Contract until October 18, 2025; and

WHEREAS, the County desires to extend the Contract for the second additional one (1) year period, until October 18, 2026

NOW, THEREFORE, the parties wish to amend Article 2 of the Contract as follows:

ARTICLE 2 – SCHEDULE

The CONSULTANT shall commence services on October 18, 2022 and complete all services by October 18, 2026. The COUNTY may, at its option, extend the Contract for up to one (1) additional one (1) year period, upon written notice to the CONSULTANT. No Task Orders may be issued following expiration of the Contract and all open Task Orders shall be completed in accordance with their applicable schedules.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

Except as expressly modified in this Amendment No. 2, all terms and conditions of the Contract remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County and Consultant have each caused this Amendment to be executed by its duly authorized officials as of the date first set forth above

R 2025 1498
OCT 21 2025

ATTEST:
MICHAEL A. CARUSO
PALM BEACH COUNTY
Clerk & Comptroller

By: _____
Deputy Clerk

(SEAL)

Palm Beach County, By Its
Board of County Commissioners

By: _____
Maria G. Marino, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Archie Satchell, CIO, ISS

GPI Geospatial, Inc.

By: _____
Signature

Michael J. Zoltek
Printed Name

Assistant Vice President
Title

Witness: _____
Signature

Margaret Fernandez
Printed Name

Administrative Assistant
Title

MARGARET FERNANDEZ
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH244442
MY COMMISSION EXPIRES MAR. 23, 2026

EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of GPI Geospatial, Inc. (Quoter) and attest that Quoter does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Michael J. Zoltek, Assistant VP

(signature of officer or representative) (printed name and title of officer or representative)

State of Florida **, County of** Miami-Dade

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization this, 26th day of September, by Michael Zoltek.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

Margaret Fernandez

NOTARY PUBLIC

My Commission Expires: 03/23/2026 State of Florida at large

MARGARET FERNANDEZ
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH244442
MY COMMISSION EXPIRES MAR. 23, 2026

(Notary Seal)

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any, as required by law.
THIS 24 DAY OF October, 2025
MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURTS & COMPTROLLER
By: _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY FLORIDA

Attachment 5

R 2026 1083 SEP 15 2026

AMENDMENT NO. 3 TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This AMENDMENT No. 3, dated September 15, 2026, is to Contract R2022-1296 ("Contract") between Palm Beach County, a political subdivision of the State of Florida ("County") and GPI Geospatial Inc. a corporation authorized to do business in the State of Florida ("Consultant").

WHEREAS, on November 1 2022 the parties entered into the Contract whereby Consultant provides the County with geospatial services, such as mapping, surveying and Lidar processing services on a task order basis; and

WHEREAS, Article 2 of the Contract provides that all services shall be completed by October 18, 2024; and

WHEREAS, on October 8, 2024, the Parties executed Amendment No. 1 extending the duration of the Contract until October 18, 2025; and

WHEREAS, on October 21 2025, the Parties executed Amendment No 2, extending the duration of the Contract until October 18, 2026; and

WHEREAS the County desires to extend the Contract for the third additional one (1) year period, until October 18, 2027.

NOW, THEREFORE, the parties wish to amend Article 2 of the Contract as follows

ARTICLE 2 – SCHEDULE

The CONSULTANT shall commence services on October 18 2022 and complete all services by October 18, 2027 No Task Orders may be issued [illegible] expiration of the Contract and all open Task Orders shall be completed [illegible] accordance with their applicable schedules

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A"

Except as expressly modified in this Amendment No. 3, all terms and conditions of the Contract remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County and Consultant have each caused this Agreement to be executed by its duly authorized officials as of the date first set forth above

ATTEST:

SHANNON RAMSEY-CHESSMAN
CLERK & COMPTROLLER AD INTERIM

By: _____
Deputy Clerk

(SEAL)

Palm Beach County, By Its
Board of County Commissioners

By: _____
Sara Baxter, Mayor

R 2026 1083 SEP 15 2026

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Michael Butler, Deputy CIO, OTI

GPI Geospatial, Inc.

By: _____
Signature

Michael J. Zoltek
Printed Name

Vice President
Title

Witness: _____
Signature

Margaret Fernandez
Printed Name

Administrative Assistant
Title

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of GPI Geospatial, Inc. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Michael J. Zoltek
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 8th day of July 2026, by Michael Zoltek

Personally known ☒ OR produced identification ☐

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires: 03/23/30
State of Florida at large

Margaret Fernandez
Comm.: HH 760933
Expires: Mar. 23, 2030
Notary Public - State of Florida

(Notary Seal)

Palm Beach County
Environmental Resources Management

INTERDEPARTMENTAL BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/26/2026

REQUESTED BY: Hailey Wilson **PHONE:** 561-233-2465

PROJECT TITLE: Countywide Coastal Aerial Photography **PROJECT NO:** Multiple

SITE: Multiple **ACTIVITY**: Monitoring/Testing

CONTRACTOR/CONSULTANT NAME: GPI Geospatial, Inc.

SCOPE OF SERVICES: Provide digital orthophotography in the coastal areas as described on the attached specifications.

IG Fee ☒ **Yes** ☐ **No**

BUDGET ACCOUNT NUMBER(S):

Fund	Dept	Unit	Obj	SObj	Program	PPC	(Proj) Task	(Site) Sub Task	(Activity) Task Ord	Amount
3652	381	M040	3120		E040	CIP	S048	CCOC	014	$2,958.33
3652	381	M045	3120		E045	CIP	S045	CJUC	014	$2,179.82
3652	381	M028	3120		E028	CIP	S047	CJUB	014	$4,048.25
3652	381	M037	3120		E037	CIP	S049	CSII	014	$2,958.33
3652	381	M044	3120		E044	CIP	S023	CSPB	014	$1,557.02
3652	381	M015	3120		E015	CIP	S044	COCR	014	$4,048.25
3652	381	M046	3120		E046	CIP	S017	CSLW	014	$3,892.54
3652	381	M041	3120		E041	CIP	S012	CDEB	014	$4,826.75
3652	381	M039	3120		E039	CIP	S010	CBOR	014	$2,491.23
3652	381	M051	3120		E051	CIP	S016	CBOR	014	$2,179.82
3652	381	M016	3120		E016	CIP	S002	CBOR	014	$1,868.42
3652	381	M034	3120		E034	CIP	S007	CPAB	014	$19,618.42
3652	381	M100	3120		E100	CIP	X007	CCTY	014	$18,372.82

Total: $71,000.00

BAS APPROVED BY: _____ **DATE:** 3/10/26

ENCUMBRANCE NUMBER: KPO - _____