

PROFESSIONAL SERVICES AGREEMENT

HYPERSPECTRAL IMAGERY DATA COLLECTION

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF TECHNOLOGY - GIS

AND

SPECTIR LLC

CONTRACT NO. 2410-06133

PURCHASE ORDER NO. 70000376730

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology Special Conditions (ITSC's)
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form (ISF)
Exhibit 8	Certification for Consulting or Auditing Services
Exhibit 9	Economic Disclosure Statement (EDS)

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and SpecTIR LLC , doing business as a(an) Limited Liability Corporation of the State of Nevada hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on November 20, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT “6”.

BACKGROUND

The County of Cook issued a Request for Proposals “RFP” for Hyperspectral Imagery Data Collection. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Statement of Work
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Information Technology Special Conditions (ITSC's)
- Exhibit 4 Minority and Women Owned Business Enterprise Commitment
- Exhibit 5 Evidence of Insurance
- Exhibit 6 Board Authorization
- Exhibit 7 Identification of Subcontractor/Supplier/Subconsultant Form (ISF)
- Exhibit 8 Certification for Consulting or Auditing Services
- Exhibit 9 Economic Disclosure Statement (EDS)

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

- Exhibit 1 Statement of Work
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Information Technology Special Conditions (ITSC's)
- Exhibit 4 Minority and Women Owned Business Enterprise Commitment
- Exhibit 5 Evidence of Insurance
- Exhibit 6 Board Authorization
- Exhibit 7 Identification of Subcontractor/Supplier/Subconsultant Form (ISF)
- Exhibit 8 Certification for Consulting or Auditing Services
- Exhibit 9 Economic Disclosure Statement (EDS)

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third-party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise

commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 4. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$3,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) Insurance Notices

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product

obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment

under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the

Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form (“ISF”). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant’s regular payroll. “Lobbyist” means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental

health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2025, ("**Effective Date**") and continue until November 30, 2028, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding decision of the County with respect to the dispute. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform

the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime

Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligations or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the

preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable

control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement,

and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services

under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10)

a) **Entire Agreement**

i) **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant

relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond \$200,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid,

illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.
2. False or Fraudulent Statements and Claims
 - (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
 - (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
3. Federal Interest in Patents
 - (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
 - (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual),

the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
 - (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
 - (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
7. No Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.
8. No Federal Government Obligations to Third Parties
The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.
9. Allowable Costs
Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions

Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the “Copyright Act”), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in

federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

- regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
17. **Rights to Inventions Made Under a Contract or Agreement**
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
18. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**
Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
19. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in Parties connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
20. **Debarment and Suspension (E.O.s 12549 and 12689)**
No contract shall be made to parties listed on the General Services Administration's List of Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall

provide the required certification regarding its exclusion status and that of its principal employees.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Bureau of Technology
GIS Division
161 N. Clark Street, Suite 800
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: SpecTIR LLC
9480 Gateway Drive, Suite 200
Reno, NV 89521
Attention: Mark Landers

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Statement of Work

Statement of Work

Cook County Government

Hyperspectral Imagery Data Collection

RFP Reference: No. 2410-06133

Location: Cook County, IL, USA

Survey Block: Cook County – 1.75 Mile Buffered Area of Interest

Total Area: 1,272 Square Miles

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1. Scope

SpecTIR LLC (Contractor) is contracted to provide airborne hyperspectral (HS) data, processing, and analysis services for Cook County as part of their GIS program. The Contractor will execute two complete seasonal data collection campaigns to capture both leaf-off conditions (March-April) and leaf-on conditions (July-September) for three consecutive years, with two additional option years. The official Start Date for the program shall be December 1, 2025. The program shall provide Cook County with comprehensive datasets suitable for vegetation analysis, urban planning, environmental monitoring, and other applications requiring high-resolution spectral information.

The project area covers 1,272 square miles (3,295 km²) including a 1.75-mile buffer zone extending beyond the county boundaries to ensure complete coverage. Special attention will be given to the Central Business District (CBD) area, which may require enhanced side-lap coverage to minimize off-nadir viewing angles and shadow effects from tall structures. The work includes collection of hyperspectral imagery using VNIR and SWIR sensors with a ground sampling distance of 1.0 meter, meeting or exceeding ASPRS positional accuracy standards.

2. Technical Specifications

The primary sensor system shall be the AISA FENIX 1K imaging spectrometer, providing continuous spectral coverage from 400 to 2,500 nanometers across both visible-near infrared (VNIR: 400-1,000 nm) and shortwave infrared (SWIR: 1,000-2,500 nm) portions of the electromagnetic spectrum. The system will be configured to collect greater than 320 spectral bands through the VNIR- SWIR range, achieving sampling intervals of 3.4 nm for VNIR and 7.5 nm for SWIR. The sensor array consists of 1,024 spatial pixels across-track, enabling high spatial resolution and efficient data collection.

Flight operations will be conducted at an altitude of 4,593 feet above ground level (1,400 meters) at a target ground speed of 120 knots, producing the required 1.0-meter ground sampling distance. The aircraft will maintain a minimum 25% side-lap between adjacent flight lines, with increased overlap in the CBD area as needed.

Navigation and positional accuracy will be maintained through the Novatel CPT GNSS system incorporating SPAN technology for precise positioning and attitude determination. Differential correction will be provided by Terrastar Pro-C service, and the entire sensor system will be mounted on a Somag GSM4000 gyro-stabilized mount to reduce image distortion and improve radiometric response during flight operations.

Data Acquisition Specifications (Per Collection)	
Cook County Hyperspectral	
Sensor	FENIX 1K (VNIR/SWIR)
Spectral Range	400 -2500 nm
Spectral Bands	> 320
Nominal Spectral Resolution (FWHM)	6 nm
Spatial Pixels	1024
Field of View	40 degrees
Flight Line Ground Swath	1,024 m
Spatial Ground Sampling Distance (GSD)	1.0 m
Target Ground Speed	120 Kts
Frame Rate	62 Frames/Second
Differential Correction Source	Terrastar Pro-C
Number of Flight Lines	109
Estimated Flight Hours	27
Estimated Flight Days	8
Total Area Converge (including 1.75 mi buffer)	1,272 mi ² (3,295 km ²)
Total Flight Line Distance	2,825 mi (4,547 km)
Mean Flight Altitude Above Ground Level (AGL)	4,593' (1,400 m)
Mean Flight Altitude Above Sea Level (MSL)	5,191' (1,582 m)
Mean Image Side-lap	25% (Increase as needed for CBD)
Minimum Solar Elevation Angle	Leaf Off 35° / Leaf On 40°
Leaf Off Collection Window	March - April
Leaf On Collection Window	July-September
Maximum Cloud/Shadow	5%

3. Data Acquisition

Flight Planning

Flight planning will encompass a minimum of 109 flight lines covering the entire survey area, representing approximately 2,825 miles (4,547 km) of total flight distance. Each seasonal campaign is estimated to require more than 27 hours of flight time. Flight lines are oriented in an east-west direction in consideration of major airports and flight efficiency. A map of the base flight plan is included as Appendix A.

Airborne Data Production

Two distinct seasonal collection windows have been established to capture vegetation in different phenological states. The leaf-off collection period spans March through April, with optimal dates between March 1 and April 30, requiring a minimum solar elevation angle of 35 degrees. The leaf-on collection period occurs from July through September, with optimal dates between July 1 and August 31, requiring a minimum solar elevation angle of 40 degrees. These collection windows ensure optimal lighting conditions while capturing the seasonal vegetation changes essential for comprehensive environmental analysis. Contractor shall closely coordinate with pilots and crew to ensure the aircraft flight profile and parameters (speed and altitude) are optimized to obtain the highest quality hyperspectral data at the given resolution.

Environmental constraints will be strictly maintained to ensure data quality and consistency. Cloud cover within the survey area must not exceed 5%. Flight operations may be delayed up to 24 hours following any significant precipitation event, and shall resume upon contractor's evaluation of ground conditions. Wind conditions must be suitable for safe aircraft operations, and atmospheric conditions must be clear and stable to maintain radiometric consistency across the dataset.

Standby Procedure

The contractor shall be prepared to conduct data acquisition flights each day of the mission period. Weather will be monitored throughout each day with the intent of taking advantage of viable flight windows. A viable flight window will be determined by multiple factors, including but not limited to airspace control, cloud coverage, winds, solar elevation, ground conditions, and other environmental or safety factors. Additional standby days may be required if pause in work is required by client, governmental, or other factors out of Contractor's control.

Project Pilot

The contractor shall perform a Project Pilot to confirm the feasibility of the approach as approved by the County and discussed in this plan. The pilot area is estimated to encompass greater than (20) square miles over mixed land use. The pilot project shall consist of a single day's data acquisition, processing, and delivery. The pilot flight shall occur before the start of the Leaf On Acquisition Window. SpecTIR intends to perform the pilot processing on-site, facilitating an efficient start to production upon acceptance.

Calibration

The contractor shall employ the following practices to ensure spatial and spectral calibration of the imagery:

- A. **Radiometric Calibration:** SpecTIR's NIST Traceable radiometric calibration is achieved through the use of a uniform light source which carries a NIST traceable spectral radiance calibration from 400 nm to 2500 nm at a sampling interval of 5nm. The resultant calibration allows Contractor to provide data that is within +/- 5% of absolute radiance.
- B. **Spectral Calibration:** Wavelength position calibration to be generated by spectral calibration lamps (Mercury, Xenon). These lamps provide calibrated and repeatable wavelength outputs. Contractor to regularly monitor the OEM wavelength mapping with similar Mercury and Xenon line lamps.
- C. **Spatial Calibration:** Precision horizontal accuracy shall be achieved through a boresight process where IMU attitude parameters are refined to ensure maximum precision pointing accuracy.
- D. **Empirical Line Calibration (ELC) :** Contractor shall provide the Spectral Evolution Naturaspec (400-2,500 nm) field spectrometer and personnel to collect field calibration data. Quality Field Calibration is essential to refine the atmospheric correction. VNIR/SWIR ground reflectance measurements of a select target shall be planned with corresponding cross-calibration flight lines. The cross-calibration tie line shall pass over the calibration site and intersect the survey block. The maximum allowable time between overpass and field measurement should be a month or less. Field measurements should be made within 2 hours of local solar noon.

4. Image Processing

Radiance Processing

Raw imagery shall be transformed into calibrated radiance including dark current subtraction, bad pixel correction, and spectral artifact mitigation. Calibration gains shall be applied to produce radiance in physical units ($\text{mW}/(\text{cm}^2 \cdot \text{sr} \cdot \mu\text{m})$), with all scaling metadata stored in ENVI header files. File naming conventions provide clear traceability by line number, date, and timestamp to support efficient data management and review.

ATCOR Reflectance Conversion

Reflectance products shall be derived using ATCOR4, a MODTRAN5-based atmospheric correction tool that models absorption and scattering effects. Contractor shall select optimal interpolation strategies for spectral regions affected by water vapor and atmospheric gases, adapting to scene characteristics. Interpolated bands are to be clearly marked in the output, and all ATCOR inputs and processing parameters are logged and included with the dataset, supporting transparency and reproducibility.

Geocorrection Processing

Accurate geolocation shall be achieved using the navigation stream from tightly coupled Novatel SPAN CPT system with differential Terrastar C Precision Point Positioning (PPP) corrections. Each system is boresighted at a control site to align imagery and navigation data. Orthorectification to be accomplished utilizing county archive LIDAR Digital Elevation Model (DEM) or Digital Surface Model (DSM), if available. The fallback DEM

shall be USGS NED 10m DEM. Products include pixel-level Internal Geometry Maps (IGM) and Geographic Lookup Tables (GLT). All outputs shall be projected in Illinois State Plane, EPSG: 6455, CRS: NAD83 2011 State Plane IL East FIPS 1201 U.S. Feet coordinate system, ensuring spatial consistency across the dataset.

Mosaicing

The Mosaicing (Level 2) processing refines the geospatial and radiometric accuracy of the hyperspectral data to produce a seamless, analysis-ready mosaic suitable for advanced applications. Flight lines shall be mosaiced into a seamless image. Feathering and optional cut-line placement may be used to blend seams and optimize visual continuity over anomalous structures. The final mosaic shall be subset to the County's tile scheme for delivery.

Wetlands Delineation and Classification

The Contractor shall produce comprehensive wetlands delineation and classification products by integrating all project datasets including LiDAR, Ortho imagery, and both seasonal hyperspectral acquisitions, supplemented by existing soils data, National Wetlands Inventory (NWI), and any Cook County wetlands delineations. This work will be led by Dr. James Sokolowski, but will be conducted in close collaboration with SPECTIR technical and project management team.

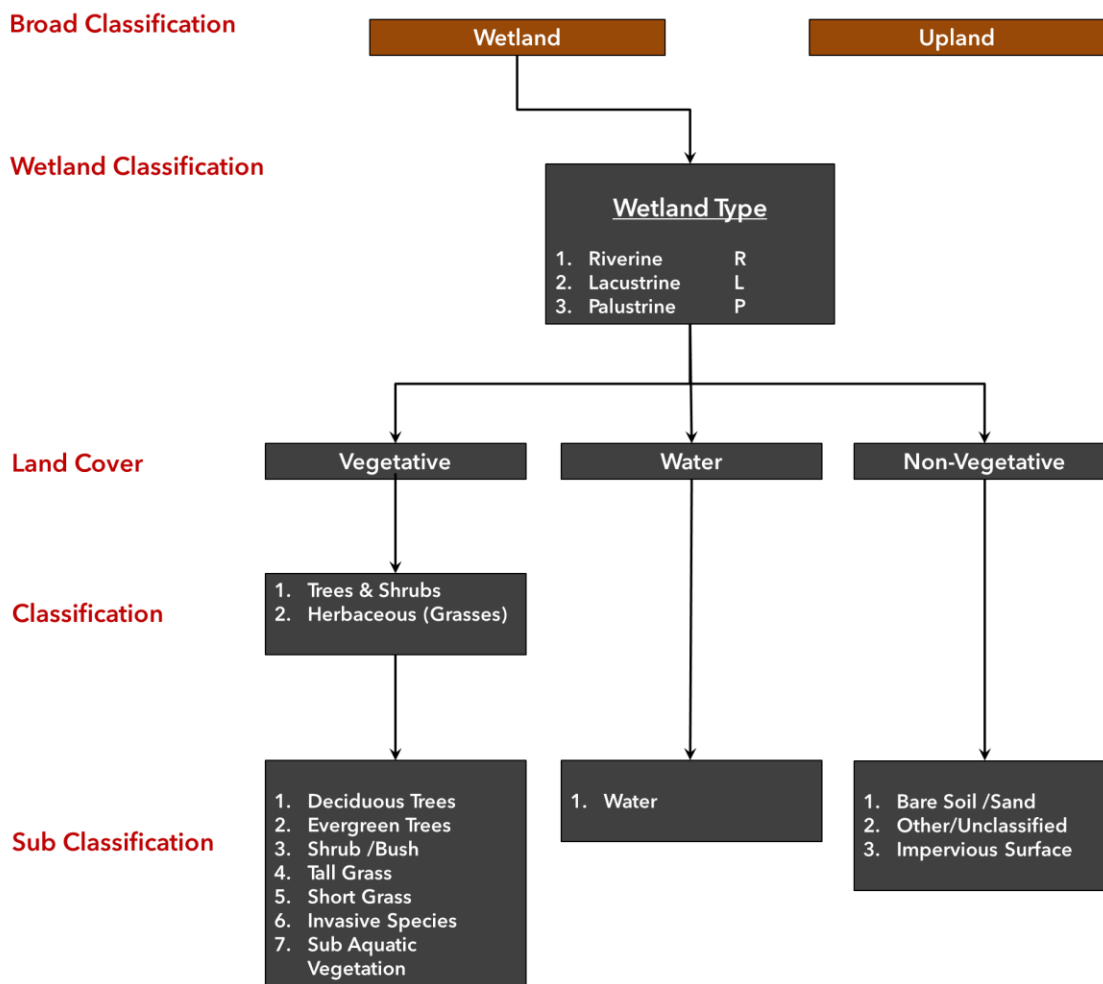
The Contractor shall utilize the U.S. Fish and Wildlife Service's National Wetlands Inventory (NWI) and Wetlands Data Layer (WDL) as the initial standard for wetlands delineation work, obtained directly from the FWS data portal. Wetlands shall be defined according to the U.S. Fish and Wildlife Service definition as stated in their Wetland Classification Policy (section 2.5) which defines wetlands as:

"[...] lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this classification, wetlands must have one or more of the following three attributes: (1) at least periodically, the land supports predominantly hydrophytes (plants specifically adapted to live in wetlands); (2) the substrate is predominantly undrained hydric (wetland) soil; and (3) the substrate is nonsoil and is saturated with water or covered by shallow water at some time during the growing season of each year."

Recognizing known imperfections in the NWI including errors of omission and commission, the Contractor will employ advanced data fusion and spectral analysis techniques to develop custom spectral signatures and training datasets from known wetlands locations, supplemented by ground truthing data and modified class cleaning algorithms utilizing clustering and manifold learning methods. Multiple classification approaches including n-dimensional morphological classifiers and artificial intelligence/machine learning systems will be integrated to create optimal composite delineation strategies that mitigate NWI errors and represent the most objective, data-driven inventory of wetlands possible from available project datasets, conducted through close coordination with County representatives and project technical staff.

Wetlands Classification Schema

SpecTIR will produce a data driven, hierarchical classification framework (HCF) for Wetlands Delineation and classifications. Vectors will encompass all pixels meeting the U.S. Fish and Wildlife Service National Wetlands Inventory (NWI) standard definition of a wetland. Wetland Classification vectors will separate unique types of wetland occurrence and composition. Delineated Wetlands shall be classified according to the following schema:



Products shall be delivered within six months of leaf-on data collection completion through iterative refinement and coordination with County representatives to ensure accuracy and compliance with project requirements.

Ground Truth Field Survey

Contractor shall perform a ground survey of known wetland areas to collect locations for training classification algorithms and assessment of mapping results. Cook County shall provide resources including but not limited to invasive species information, local vegetation guidance, and any historical wetland data. Field Survey Information should include GPS locations, Observations, and Photos.

5. Project Management & Reporting

Project management will be led by Aaron Cumashot, SpecTIR's President and Chief Operating Officer, who will maintain overall responsibility for project execution, schedule adherence, and deliverable quality. A Quality Manager will provide oversight throughout the project lifecycle, implementing systematic quality checks and verification procedures to ensure all deliverables meet or exceed specified requirements. Field operations will be conducted by certified flight crews and technical specialists with extensive experience in hyperspectral data collection, while data processing will be performed by skilled imagery analysts and quality control specialists.

Communication and reporting protocols include daily field operations reports during active data collection periods, monthly progress reports detailing deliverable status and schedule adherence, and immediate notification within 24 hours of any critical issues that might affect project timeline or deliverable quality. Regular coordination meetings with County stakeholders will be scheduled to provide technical updates, address concerns, and ensure project alignment with County objectives and requirements.

Risk management strategies incorporate weather contingency planning with extended collection windows and standby procedures to accommodate seasonal weather variations, technical backup systems including redundant instrumentation, processing capabilities to prevent data loss or project delays, and comprehensive quality assurance protocols featuring multi-tier verification procedures and independent auditing to ensure deliverable accuracy and completeness. All imagery for the spring flight will be due within 4 months of the final spring mission flight and all imagery for the summer flight will be due within 4 months of the final summer mission flight.

6. Quality Requirements

Contractor shall implement a comprehensive Quality Management Strategy that governs all aspects of hyperspectral data acquisition, processing, and delivery. This strategy must incorporate the following principles: proactive prevention of errors through rigorous pre-acquisition planning and calibration; continuous verification with quality checkpoints throughout the workflow; and transparent documentation that maintains complete records of all quality processes and results. This systematic approach ensures that deliverables consistently meet or exceed Cook County's requirements while providing clear traceability throughout the project lifecycle.

Spatial Accuracy Compliance: All deliverables shall conform to ASPRS Positional Accuracy Standards for Digital Geospatial Data, achieving Class I Horizontal Accuracy with root mean square error in radial direction (RMSEr) not exceeding 2.447 meters at 95% confidence level. Verification will be conducted through independent checkpoint surveys utilizing a minimum of 40 control points distributed throughout the survey area, with complete statistical accuracy assessment and error metric reporting provided to the County demonstrating compliance with specified accuracy standards.

Radiometric Calibration Standards: The Contractor shall maintain radiometric calibration accuracy within $\pm 5\%$ of absolute radiance values throughout the project lifecycle. Spectral fidelity will be verified through

atmospheric absorption feature analysis, and radiometric consistency across flight lines must not exceed 2% variation to ensure seamless mosaicking and quantitative analysis capabilities across the entire dataset.

Comprehensive Data Coverage: The Contractor shall deliver 100% coverage of the specified 1,272 square mile survey area with minimal gaps or voids, ensuring cloud contamination is limited to less than 5% of the total dataset and data voids due to technical issues are restricted to less than 1% of the total coverage area. Flight line overlap areas must demonstrate radiometric agreement within specified tolerances to ensure seamless mosaicking and continuous analysis capabilities throughout the survey area.

Spectral Calibration Precision: Wavelength accuracy shall be maintained within instrument specifications across all spectral bands, with spectral calibration verified through OEM Mercury and Xenon lamp references and documented in comprehensive calibration reports. The Contractor shall demonstrate spectral stability throughout the collection period and provide evidence of consistent spectral response across all flight lines and seasonal datasets to ensure reliable material identification and spectral analysis capabilities.

Metadata Completeness and Compliance: All deliverables shall include complete metadata documentation achieving 100% FGDC compliance verification, with comprehensive documentation of processing procedures, calibration parameters, and quality assessment results. The Contractor shall provide detailed metadata in HTML, XML, and TXT formats, ensuring complete traceability of data collection, processing, and quality control procedures to support long-term data management and archival requirements.

Final Acceptance Criteria: Project completion requires successful County technical review within a 30-day review period, validation of all positional accuracy standards, delivery of complete calibration and processing documentation, and successful transfer and verification of all specified deliverables. The Contractor shall provide comprehensive quality documentation demonstrating compliance with all technical requirements and shall address any deficiencies identified during the County review process prior to final project acceptance.

7. Data Standards & Deliverables

- Coordinate Reference System: EPSG: 6455, CRS: NAD83 2011 State Plane IL East FIPS 1201 US Feet
- Vertical Datum: NAVD88
- Raw Data Format: ENVI (.dat) with accompanying header files
- Processed Imagery: GeoTIFF (.tif) and/or ENVI (.dat) formats
- Vector Data: ESRI Shapefile (.shp) and/or ENVI (.evf) formats
- Metadata: HTML, XML, and TXT formats (FGDC CSDGM compliant)
- Reports: Adobe PDF format
- Flight Line Naming: Standardized alphanumeric identifiers
- Tiling Scheme: Cook County Tiling Scheme provided in RFP: tile_scheme_2026.shp
- Directory Structure: Hierarchical organization by season and product type
- Delivery Method: Secure electronic transfer or physical media
- Data Ownership: Cook County retains all rights of propriety for the delivered products.

Base Deliverables	Description	Format	SpecTIR Processing Level
RAW IMAGES	At sensor raw data for each individual flight line Full Spectral range - 400 -2500 nm.	ENVI (.raw)	L0
RAW NAVIGATION	Raw navigation files encompassing all positions and attitude measurements	ASCII (.txt)	L0
RADIANCE (RAD)	Calibrated radiance files for each individual flight line. Full Spectral range - 400-2500 nm. These images can be geo-rectified using the associated GLT files.	ENVI (.data)	L1
QUICKLOOKS (QL)	RGB Quick Look images of each individual flight line. 3 Bands (~640,546,460 nm). These files are geo-rectified.	GeoTIFF (.tiff)	L1
IGM_GLT	Ortho-rectified flight line geometry files to be used when geo-rectifying radiance data files, reflectance data files or saturation maps.	ENVI (.imp, .gilt)	L1
INDEX MAP	ESRI Shape files and ENVI Vector Files outlining each individual flight line.	ESRI Shapefile (.shp) & ENVI (.eve)	L1
RECTIFIED REFLECTANCE	Ortho -rectified individual flight lines with atmospheric and radiometric corrections applied. Full Spectral range - 400-2500 nm.	ENVI (.data)	L1B
REFLECTANCE MOSAIC	Full Spectral Range Reflectance Mosaic of all Flight Lines-400-2500 nm. This File is ortho-rectified. If VNIR Subset is desirable, SpecTIR may provide Spectral Subset Versions for each range. Mosaics will be tiled according to Cook County tiling scheme.	ENVI (.data)	L2
COMPOSITE IMAGES	RGB, CIR, & SWIR Color Composite Mosaics of all Flight Lines. This File is geo-rectified. Mosaics will be tiled according to Cook County tiling scheme.	GeoTIFF (.tiff)	L2
FIELD CALIBRATION	ASCII Field calibration spectral samples, 400-2500 nm. Includes ENVI Spectral Library and GPS Locations.	ASCII (.txt) & ENVI (.sli)	General
METDADATA	Full FGDC compliant metadata.	HTML (.html), TXT (.txt), and XML (.xml)	General
CALIBRATION REPORTS	OEM spatial and spectral Calibration reports.	Adobe (.pdf)	General
GEODATABASE	Geodatabase of all compatible spatially reference deliverables. Contents to be finalized upon contract.	ESRI (.gab)	General
BASE DELIVERY ACQUISITION & PROCESSING REPORT	The final report will cover all background information, data acquisition, data processing methods, and spatial accuracy assessment.	Adobe (.pdf)	General
Analysis Deliverables	Description	Format	SpecTIR Processing Level
WETLANDS DELINEATION	Comprehensive Wetlands delineations, updated annually for three years. Wetland identification convention to be agreed upon with County.	ESRI Shapefile (.shp)	L3
WETLANDS CLASSIFICATION	Image Classification within Wetland Areas to include attributed shapefiles and RGB raster images. Results limited to wetland delineations.	GeoTIFF (.tiff) & ESRI Shapefile (.shp)	L3
WETLANDS REPORT	This report will cover all methods and processes incorporated with wetland delineation, classification, and ground truth. Report to include statistical summary and classification accuracy assessment.	Adobe (.pdf)	L3

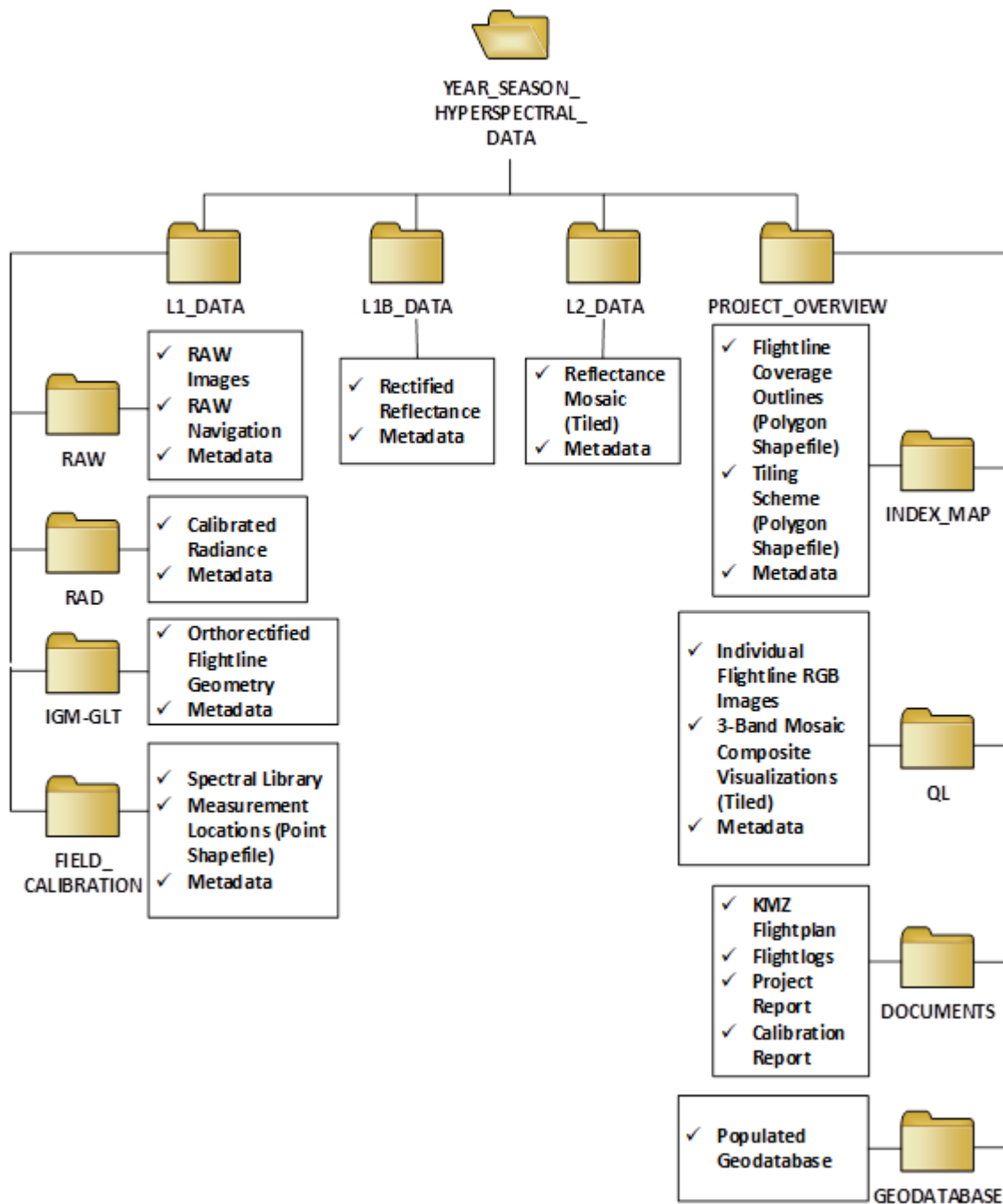
8. GIS Schema

Each delivery will consist of initial bulk delivery to include all Base Deliverables, and a separate follow-on delivery of Analysis Deliverables. Final deliveries will be standardized and structured to clearly reflect annual and seasonal timing, and structure will be maintained across deliveries.

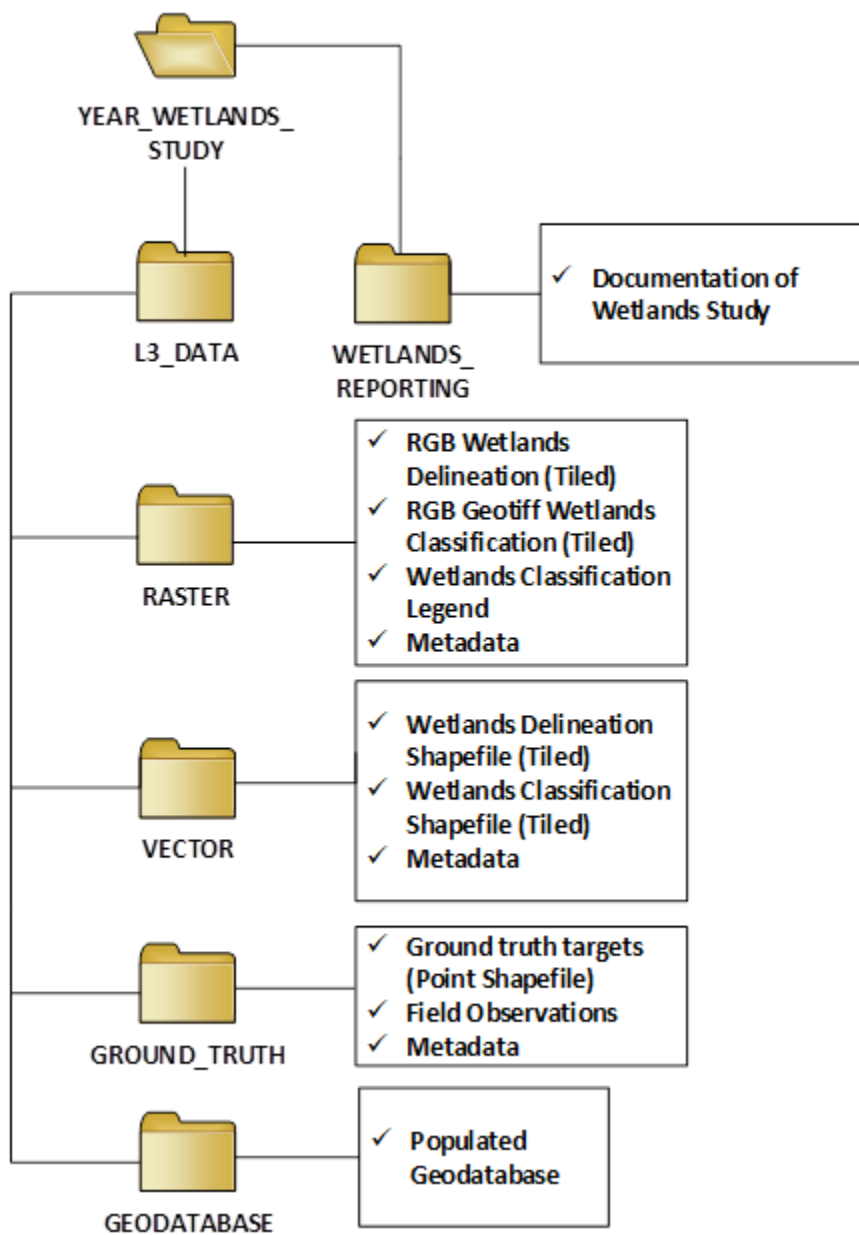
During data collection, flightline data are stamped with the corresponding flight vector number as well as date and time (UTC). An example of this naming prefix would be **001_0315-2006 (NNN_MMDD-HHMM)**. This prefix is carried all the way through the L1_DATA and L1B_DATA processing chain, thus all interim products generated and delivered will match the naming prefix of the original RAW image. SpecTIR generates and delivers an Index Map from the orthorectified flightline geometry data, yielding a vector polygon shapefile output containing final coverage extents for all deliverable flightline data along with attributes to include the file-naming prefix associated with each entry. This index map will be loaded into the deliverable geodatabase for ease of navigating all deliverable data products associated with a given flightline. Additional attribute fields may be added if required.

SpecTIR L2_DATA (Mosaic) is prepared by applying spectral normalization and radiometric balancing, as required, and mosaicking to arrive at a radiometrically homogenous full spectral scene. For this project, all L2_DATA and derived imagery products will be tiled as defined by tiling schema "tile_scheme_2026.shp". All tiled outputs will be assigned a naming prefix to correspond with the associated "TILE" (8-digit numeric) attribute field. This tile scheme 2026 shapefile will be loaded into the deliverable geodatabase for ease of navigating all deliverable data products associated with a given tile from the tile scheme, additional attribute fields may be added if required. File structures for the deliveries can be found on the following pages.

Base Deliverables Directory Structure:




Analysis Deliverables Directory Structure:



9. Project Schedule


In support of Spring (Leaf Off) and Summer (Leaf On) Data Acquisitions in year one of the program, the contractor shall apply best effort to adhere to the proposed schedule. This schedule accommodates review and acceptance of the project plan ahead of the Spring Data Acquisition while maintaining appropriate environmental requirements for quality imagery. In addition to the work outline below for Year 1, SpecTIR will replicate the required reiterative activities – including acquisition, processing, analysis and delivery of spring and summer hyperspectral imagery, wetland output and associated datasets and deliverables – in years 2 and 3 of the contract (2027 and 2028). All deliverables will follow the same specifications and quality standards established for the initial year. Prior to the start of Year 2 and Year 3 of the contract, SpecTIR and County will agree in writing to a projects schedule for the upcoming year that includes the relevant Start and Finish dates for all tasks and major milestones for that year.

Spring (Leaf Off) Schedule:



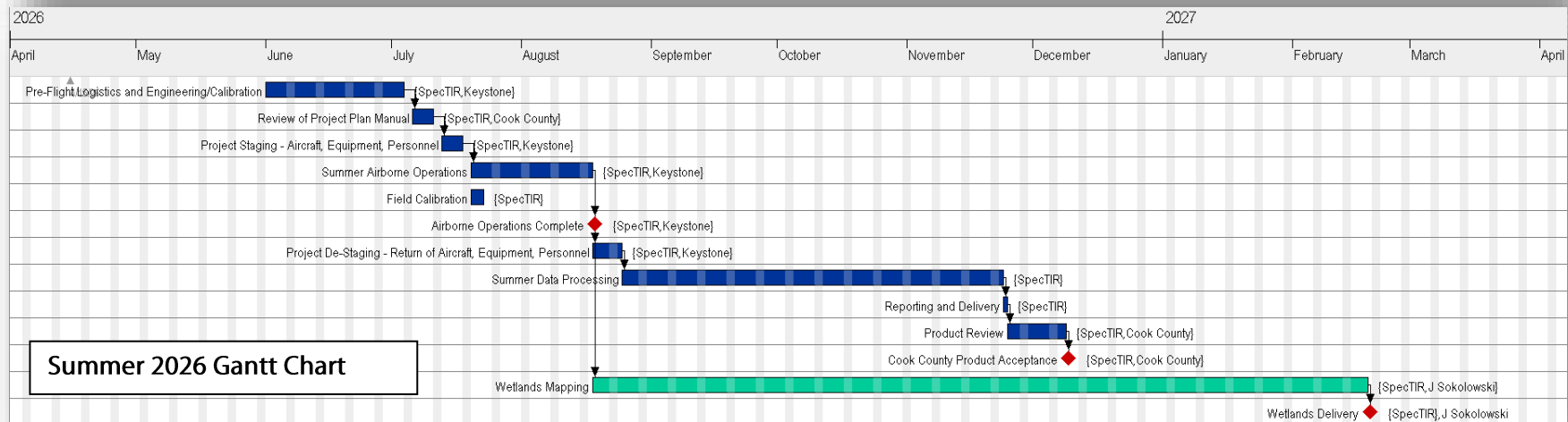
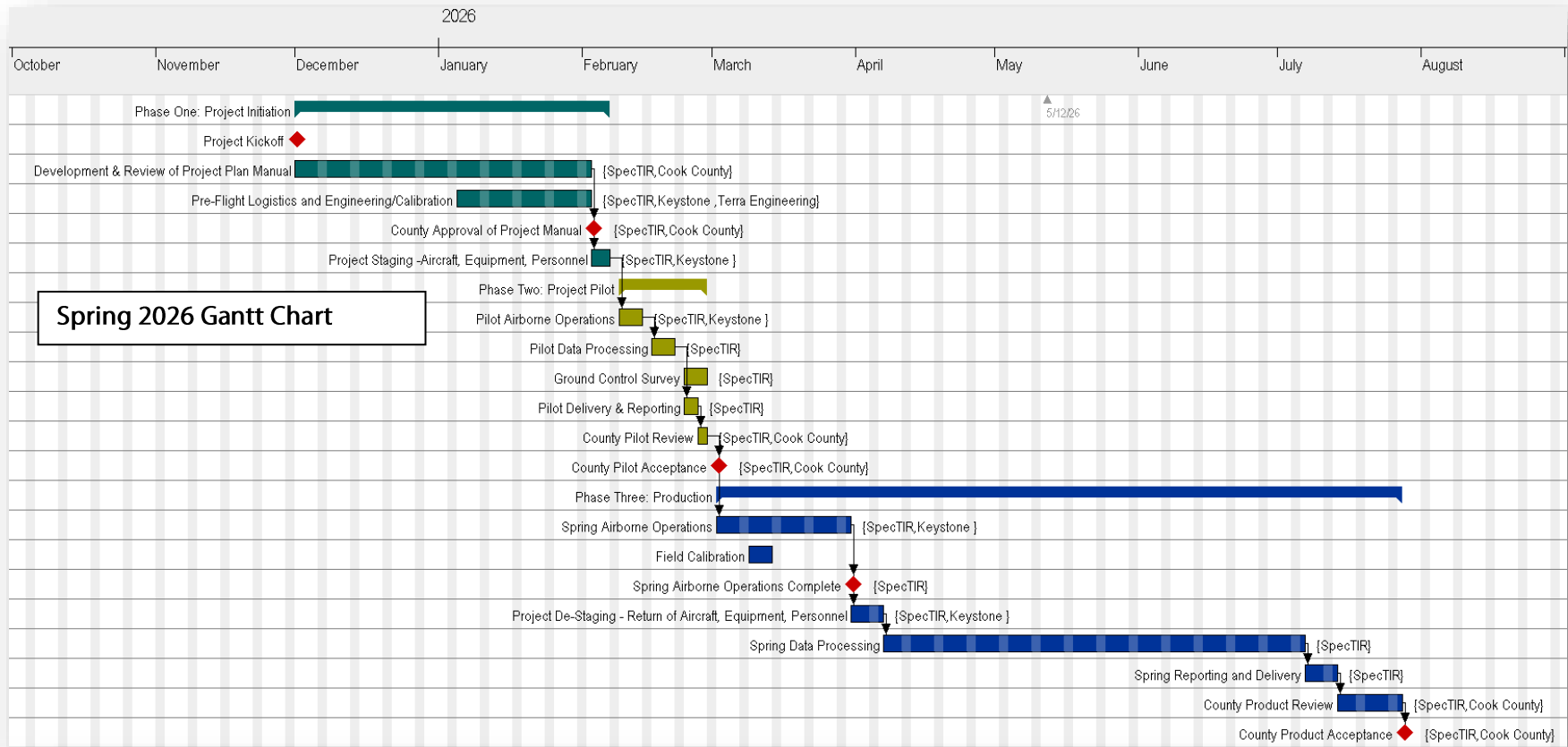
Name	Coordinator	Begin date	End date	Duration
▼ Phase One: Project Initiation		12/1/25	2/6/26	50
Project Kickoff		12/1/25	12/1/25	0
Development & Review of Project Plan Manual	SpecTIR, Cook County	12/1/25	2/2/26	46
Pre-Flight Logistics and Engineering/Calibration	SpecTIR, Keystone, Terra Engineering	1/5/26	2/2/26	21
County Approval of Project Manual	SpecTIR, Cook County	2/3/26	2/3/26	0
Project Staging -Aircraft, Equipment, Personnel	SpecTIR, Keystone	2/3/26	2/6/26	4
▼ Phase Two: Project Pilot		2/9/26	2/27/26	15
Pilot Airborne Operations	SpecTIR, Keystone	2/9/26	2/13/26	5
Pilot Data Processing	SpecTIR	2/16/26	2/20/26	5
Ground Control Survey	SpecTIR	2/23/26	2/27/26	5
Pilot Delivery & Reporting	SpecTIR	2/23/26	2/25/26	3
County Pilot Review	SpecTIR, Cook County	2/26/26	2/27/26	2
County Pilot Acceptance	SpecTIR, Cook County	3/2/26	3/2/26	0
▼ Phase Three: Production		3/2/26	7/27/26	106
Spring Airborne Operations	SpecTIR, Keystone	3/2/26	3/30/26	21
Field Calibration		3/9/26	3/13/26	5
Spring Airborne Operations Complete	SpecTIR	3/31/26	3/31/26	0
Project De-Staging - Return of Aircraft, Equipment, Personnel	SpecTIR, Keystone	3/31/26	4/6/26	5
Spring Data Processing	SpecTIR	4/7/26	7/6/26	65
Spring Reporting and Delivery	SpecTIR	7/7/26	7/13/26	5
County Product Review	SpecTIR, Cook County	7/14/26	7/27/26	10
County Product Acceptance	SpecTIR, Cook County	7/28/26	7/28/26	0

Summer (Leaf On) Schedule:



Name	Coordinator	Begin date	End date	Duration
Pre-Flight Logistics and Engineering/Calibration	SpecTIR, Keystone	6/1/26	7/3/26	25
Review of Project Plan Manual	SpecTIR, Cook County	7/6/26	7/10/26	5
Project Staging - Aircraft, Equipment, Personnel	SpecTIR, Keystone	7/13/26	7/17/26	5
Summer Airborne Operations	SpecTIR, Keystone	7/20/26	8/17/26	21
Field Calibration	SpecTIR	7/20/26	7/22/26	3
Airborne Operations Complete	SpecTIR, Keystone	8/18/26	8/18/26	0
Project De-Staging - Return of Aircraft, Equipment, Personnel	SpecTIR, Keystone	8/18/26	8/24/26	5
Summer Data Processing	SpecTIR	8/25/26	11/23/26	65
Reporting and Delivery	SpecTIR	11/24/26	11/24/26	1
Product Review	SpecTIR, Cook County	11/25/26	12/8/26	10
Cook County Product Acceptance	SpecTIR, Cook County	12/9/26	12/9/26	0
Wetlands Mapping	SpecTIR, J Sokolowski	8/18/26	2/18/27	133
Wetlands Delivery	SpecTIR	2/19/27	2/19/27	0

Gantt Charts for the respective schedules can be found on the following page.



Appendix A: Base Flight Plan

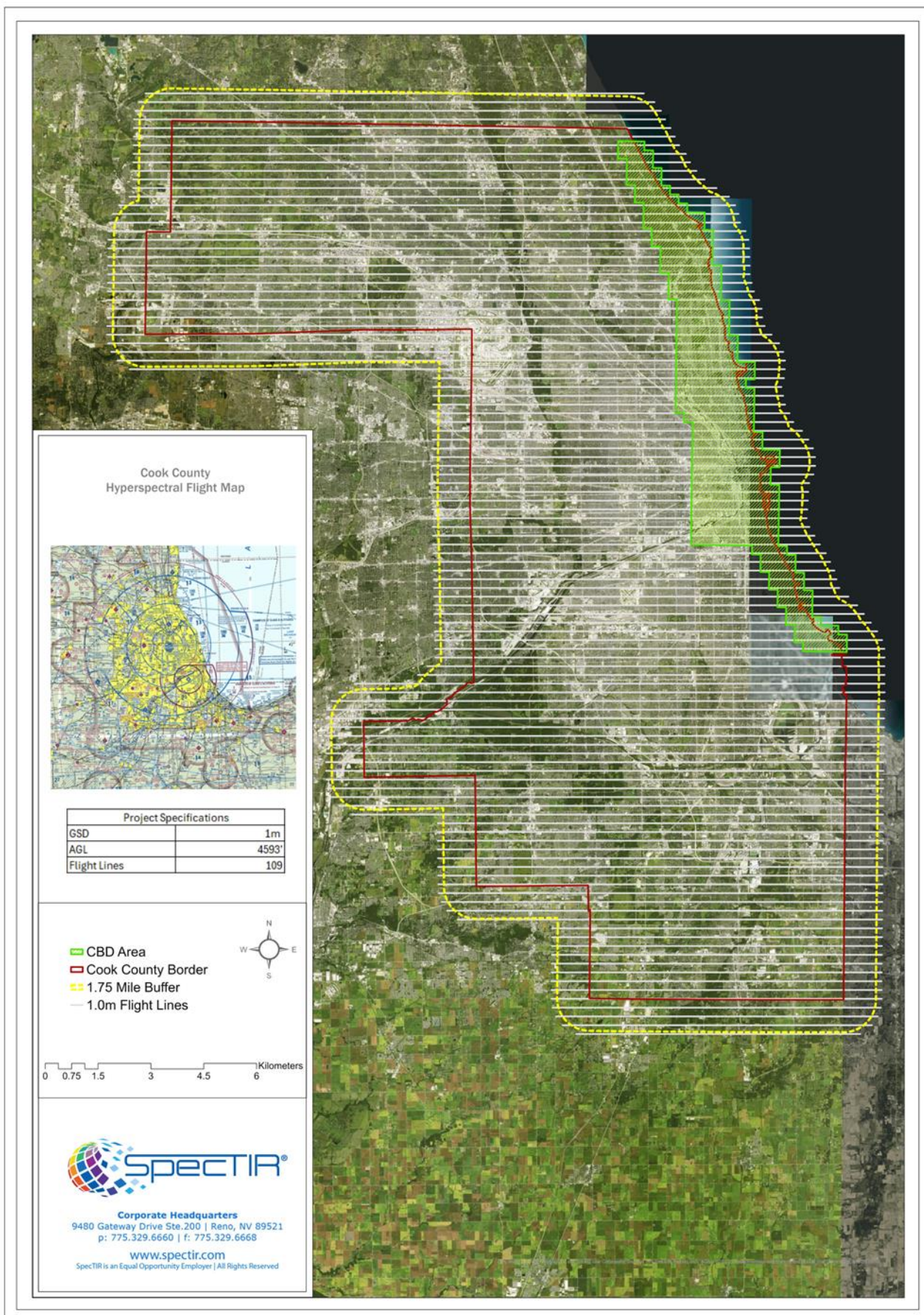


EXHIBIT 2

Schedule of Compensation

10. Pricing and Payment Terms

Base Hyperspectral Pricing

DESCRIPTION	Cost	Quantity	Unit	TOTAL
Annual Year 1-Cook County Hyperspectral	402,563.95	2	Per Collect	805,127.90
Annual Year 2 -Cook County Hyperspectral	418,666.51	2	Per Collect	837,333.02
Annual Year 3 -Cook County Hyperspectral	435,413.17	2	Per Collect	870,826.34
Total Three Year Price:				<u>\$2,513,287.26</u>

Optional Services (Quantity and Timing to be Determined)

DESCRIPTION	Cost	Est. Quantity	Unit	TOTAL
Optional Service 3: Cook County Wetland Delineation & Analysis	288,773.03	3	Per Task	866,319.09
Total Annual Optional Service Price:				<u>288,773.03</u>
Total Three Year Optional Service Price:				<u>\$866,319.09</u>
Grand Total Three Year Price:				<u>\$3,379,606.35</u>

Optional Years Hyperspectral Pricing

DESCRIPTION	Cost	Quantity	Unit	TOTAL
Optional Year 1 -Cook County Hyperspectral	452,829.70	2	Per Collect	905,659.39
Optional Year 2 -Cook County Hyperspectral	470,942.88	2	Per Collect	941,885.77
Total Optional Two Year Price:				<u>\$1,847,545.16</u>

TERMS and CONDITIONS

Payment Terms

All prices are listed in US Dollars.

SpecTIR proposes milestone payments for base hyperspectral collection, invoiced in alignment with the products and services rendered.

SpecTIR proposes milestone payments for optional services, invoiced in alignment with the products and services rendered.

Invoices shall be paid within thirty (30) calendar days from invoice date.

Payment Schedule (Base Year 1)

Milestone	Collect	% of Annual Collect Fee	Est. Invoice Date	Total
Spring Program Kickoff	2026 Leaf Off	25%	January 30, 2026	\$201,281.98
Summer Program Kickoff	2026 Leaf On	25%	July 30, 2026	\$201,281.98
County Acceptance of Spring Products	2026 Leaf Off	25%	August 30, 2026	\$201,281.98
County Acceptance of Summer Products	2026 Leaf On	25%	December 30, 2026	\$201,281.98
Year 1 Base Total				\$805,127.90

Proposed Payment Schedule (Optional Services Year 1)

Milestone	% of Total Annual Optional Service Fee	Est. Invoice Date	Total
County Approval of Workplan	25%	July 30, 2026	\$72,193.26
Initiation of Optional Services	25%	August 30, 2026	\$72,193.26
County Acceptance of Optional Service Products	50%	March 1, 2027	\$144,386.52
Year 1 Optional Services Total:			\$288,773.03

Exhibit 3

Information Technology Special Conditions

Exhibit 3
Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR special conditions

1.1. **“Biometric Information”** has the same meaning as “biometric information” defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

1.2. **“Business Associate Agreement”** or **“BAA”** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent version of the Payment Card Industry’s Data Security Standard.

1.4. **“Contractor”** has the same meaning as either “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, or “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement. “Contractor” includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

1.5. **“Contractor Confidential Information”** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

1.6. **“County”** has the same meaning as the term “County” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.7. **“County Confidential Information”** means all non-public proprietary information of County, including Personally Identifiable Information and any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.8. **“County Data”** means all data, including County Confidential Information, provided by the County to Contractor, or otherwise encountered by Contractor for purposes relating to this Agreement, including related metadata and delivery ready products and deliverables. Raw and intermediate stage data used in the creation of delivery ready products are not considered “County Data.”

1.9. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.10. **“Criminal Justice Information”** means data that meets the definition of “Criminal Justice Information” in the most recent version of FBI’s CJIS Security Policy and also data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

1.11. **“Data Protection Laws”** means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois

Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security Standard..

1.12. **“Data Breach”** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. **“Deliverable”** has the same meaning as “Deliverable” as defined in the County’s Professional Services Agreement or as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. **“Developed Intellectual Property”** or **“Developed IP”** means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

1.15. **“Intellectual Property”** or **“IP”** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.16. **“Malware”** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.17. **“Open Source Materials”** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation “open source” code (as defined by the Open Source Initiative) and “free” code (as defined by the Free Software Foundation).

1.18. **“Personally Identifiable Information”** means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. **“Protected Health Information”** or **“PHI”** has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

1.20. “**Services**” has the same meaning as “Services” as defined in Article 3 of the County’s Professional Services Agreement or “Deliverables” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.21. “**Software**” means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

2. SERVICES AND DELIVERABLES

Approved Facilities. Contractor will perform Services and host County Data only within the continental United States and only from locations owned, leased or otherwise used by Contractor and its Subcontractors.

Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date. For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Contractor to perform the Services. Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. Resources Necessary for Services. Except as set forth in this Agreement, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement.

3. LEGAL COMPLIANCE

3.1. Public Records Laws. Contractor will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor must: (a) store County Data in such a way that each record is individually accessible for the length of the County’s scheduled retention; (b) retain a minimum of two total copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Contractor.

3.2. Data Protection Laws. Contractor will comply with all applicable Data Protection Laws, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

3.3. Export Laws. Contractor will comply with all laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a Business Associate Agreement in a form provided by the County. See Attachment X, Business Associate Agreement.

3.5. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor must execute an FBI CJIS

Security Policy Addendum or any other required agreements in a form provided by the County. See Attachment X, CJIS Security Policy Addendum.

3.6. Biometric Information. If Contractor will have access to Biometric Information in connection with the performance of the Services, Contractor must properly secure such information in compliance with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., including maintaining a retention schedule and destruction guidelines.

3.7. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor must tender to County a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

4. WARRANTIES

Contractor Materials and Third Party_IP. Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

Developed Software. Contractor represents and warrants that all developed software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such developed software by the County. Any repairs made to developed software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

Open Source_Materials. Contractor represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, Contractor must maintain OSM support, including required patching and security updates, which will be provided promptly after release. The Contractor must not use any materials that allow users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as “copyleft.”

4.4. Access to County Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the County’s access to and retrieval of County Data.

Malware. Contractor represents and warrants that it has not and will not introduce or cause to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into Software, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

Resale of Equipment and Software. If Contractor resells to the County any equipment or Software that Contractor purchased from a Third Party, Contractor, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

Data Security. Contractor represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with all County security policies in place during the term of this Agreement, and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

5. INTELLECTUAL PROPERTY

County Intellectual Property. The County retains all right, title and interest in and to all County IP. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

Residual Knowledge. Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under Section 6 relating to confidentiality and non-disclosure, and (c) does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

6. COUNTY DATA AND CONFIDENTIALITY

6.1. Property of County. All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

6.2. Acknowledgment of Importance of County Data. Contractor acknowledges the importance of County Data and that the County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. Data Recovery. Upon the County's request Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

6.4. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose County Data in accordance with a requirement or request by operation of Law, regulation or court order, Contractor will, except to the extent prohibited by law: (a) advise the County thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful; (c) afford the County a reasonable opportunity to intervene in the proceedings; and (d) comply with the County's requests as to the manner and terms of any such disclosure.

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within one (1) business day; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. Contractor Confidential Information. County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as County exercises to avoid unauthorized disclosure, publication or dissemination of its County Confidential Information of like character.

7. DATA SECURITY AND PRIVACY

General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the County's security policies, procedures and other requirements made available to Contractor in writing.

Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard security standards series.

7.3. Contractor Personnel. Contractor will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Contractor personnel who may have access to the aforementioned must have executed agreements concerning access protection and data/software security consistent with this Agreement.

7.4. Information Access. Contractor may not attempt to or permit access to any County

Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor will, upon request from the County, provide the County with an updated list of those personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Updates. Contractor must provide to County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

7.7. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County.

7.8. Data Subject Right of Access and Rectification. If the County is required to provide or rectify information regarding an individual's Personally Identifiable Information, Contractor will reasonably cooperate with the County to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor will notify the County of such request as soon as reasonably practicable.

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

8. DATA BREACH

Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

8.3. Notice to Impacted Parties. County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation, Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at least once annually and at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement.

9.2. Subcontractor Agreements. Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights.

10. EXIT ASSISTANCE

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

11. MISCELLANEOUS

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

11.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC will expressly include County and vice versa.

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document.

12. EPIDEMIC DISRUPTION

12.1. Epidemic Disruption. County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40

business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Section 10(g) (*Cooperation*); and (b) nothing in this Section limits either party's rights set forth in PSA Section 10(l) (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

Exhibit 4

Minority and Women Owned Business Enterprise Commitment



Memorandum

Date: August 26, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
 Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
 Jeanetta Cardine, Deputy Director
 Compliance Center of Excellence
 Center of Business Enterprise Development

RE: Contract No.: 2410-06133
 Hyperspectral Data Collection for Cook County
 Bureau of Technology
 Contractor: SpecTir
 Contract Value: \$3,379,606.35
 Contract Term: December 1, 2025 – November 30, 2028
 RFP – Professional Services
 Contract Goal: 10% MBE and 5% WBE

The following bid for the above-referenced contract has been reviewed for compliance with the Minority-and Women-owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

<u>MWBE Firm</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Terra Engineering, LTD	WBE (C F)	City of Chicago	3.4%
MWBE Total			3.4%

Full 10% MBE and Partial 1.6% WBE Granted: The specification and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation

The Center of Business Enterprise Development has been advised by the Requesting Department that no other bidders are being recommended for the award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

JC/mm

CC: Anna Epps, (OCPO)
 Todd Schuble, (BOT)

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit.
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

- II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: TERRA Engineering, Ltd.

Address: 225 W. Ohio Street, 4th Floor, Chicago, IL 60654

E-mail: jbousaab@terraengineering.com

Contact Person: Jamil Bou-Saab Phone: 312-467-0123

Dollar Amount Participation: \$ 115,500

Percent Amount of Participation: 3.4 %

*Letter of Intent attached? Yes No

*Current Letter of Certification attached? Yes No

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No

*Current Letter of Certification attached? Yes No

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Terra Engineering, Ltd
 Contact Person: Jamil Bou-Saab, PE
 Address: 225 W. Ohio Street, 4th Floor
 City/State: Chicago, IL Zip: 60654
 Phone: 312.467.9123 Fax: 312.467.0220
 Email: jbousaab@terraengineering.com

Certifying Agency: CMS
 Certification Expiration Date: 06/15/25
 Ethnicity: Caucasian
 Bid/Proposal/Contract #: _____
 FEIN #: 36-3853964

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Survey services

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/

Services: \$115,500 3.4 % , Not to exceed 15 days

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned

Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Karen Steingraber
 Signature (M/WBE)

Karen Steingraber
 Print Name

TERRA Engineering, Ltd.
 Firm Name

4/17/25
 Date

Date

Subscribed and sworn before me

this 17 day of April, 2025

Notary Public [Signature]



Mark F. Landers
 Signature (Prime Bidder/Proposer)

Mark F. Landers
 Print Name

SPECTIR LLC
 Firm Name

Aug. 22, 2025
 Date

Date

Subscribed and sworn before me

this 22 day of August, 2025

Notary Public [Signature]



PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: SpecTIR LLC

Contract No./Title: 2410-06133

A. BIDDER/PROPOSER HEREBY REQUESTS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> <u> </u> FULL MBE WAIVER | <input type="checkbox"/> <u> </u> PARTIAL MBE WAIVER |
| <input type="checkbox"/> <u> </u> FULL WBE WAIVER | <input checked="" type="checkbox"/> <u> </u> PARTIAL WBE WAIVER |
| <input type="checkbox"/> <u> </u> FULL DBE WAIVER | <input type="checkbox"/> <u> </u> PARTIAL DBE WAIVER |

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)
Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;
Timelines:
 - a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan;
and
 - d. When was the bid request due date.

2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.

3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.

4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.

5. Detailed explanation of use, if any, of the Center of Business Enterprise Development Compliance services and staff.

6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.

7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and County's Center of Business Enterprise Development reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

Mark F. Landers	<small>Digitally signed by Mark F. Landers Date: 2025.08.22 09:43:47 -07'00'</small>	Managing Member	August 22, 2025
Signature and Title of Bidder/Proposer		Title	Date



Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name TERRA Engineering, Ltd.

Address 225 W. Ohio Street, 4th Floor City Chicago

County Cook State Illinois Zip 60654

Phone () 312. 467.0123 Email ksteingraber@terraengineering.com

I Karen Steingraber President
(Authorized Representative) (Print Title)

of TERRA Engineering, Ltd. do hereby affirm:
(Name of Firm)

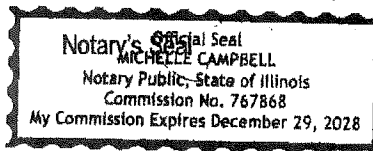
- 1) TERRA Engineering, Ltd is a Minority and/or Women Business Enterprise currently certified by the City of Chicago as: [] Black- [] Hispanic- [] Asian- [x] Woman-owned business.
(Name of Firm)
- 2) With respect to TERRA Engineering, Ltd., the personal net worth of the qualifying (51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)
(Name of Firm)
- 3) The average annual gross receipts of TERRA Engineering, Ltd. as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)
(Name of Firm)

Upon penalty of perjury, I Karen Steingraber affirm that, to the best of my knowledge and belief, the information herein is true and accurate.
(Authorized Representative)

Signature Karen Steingraber Title President Date 4/22/25

Subscribed and sworn to before me this 22nd day of April, 2025
(Month) (Year)

[Signature]
(Notary's Signature)



My Commission Expires 12/29/2028

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.



August 21, 2025

Ashle' Bland, Compliance Officer
Cook County Government

Re: Request for Proposal (RFP) No. 2410-06133 - Hyperspectral Imagery Data Collection
Justification for Full MBE Waiver Request

Dear Ms. Bland,

SpecTIR LLC respectfully requests a full waiver of the 10% Minority Business Enterprise (MBE) participation requirement for RFP No. 2410-06133, Hyperspectral Imagery Data Collection. While we have exceeded the Women Business Enterprise (WBE) requirement with 9% participation (80% above the 5% requirement), we are unable to meet the MBE requirement due to the highly specialized nature of hyperspectral imaging services and the limited availability of certified MBE firms capable of providing the required technical expertise.

SpecTIR's request for MBE waiver is based on legitimate technical and market constraints inherent to the specialized hyperspectral imaging industry. Our comprehensive good faith efforts, combined with our significant over-performance in WBE participation, demonstrates our commitment to Cook County's diversity and inclusion objectives within the practical constraints of this highly specialized procurement.

We respectfully request Cook County's approval of this MBE waiver while recognizing our proposal provides exceptional technical value and strong WBE participation that supports the County's broader economic inclusion goals.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Cumashot".

Aaron Cumashot,
President & COO, SpecTIR LLC.

Business & Contact Information



Doing Business As (DBA/Trade) Name GEC Design Group and Globetrotters Group

Contact Person Ajay Shah

Address 300 South Wacker Drive Suite 400

County Cook

City Chicago

State Illinois

Zip 60606

Country United States

Phone (312) 922-6400

Fax

Email marketing@gec-group.com

Website gec-group.com

Ethnicity Asian American

Gender Male

Application Type BE BEP Application (Be Enrolled BEP Application)

Certification Type Minority Business Enterprise

Certifying Agency City of Chicago

Certification Number 15472

Certification Status Active

Certification Date 08/07/2025

Renewal Date 07/15/2026

Expiration Date 07/15/2026

Date of Contact: April 8, 2025

Method of Contact: Phone

Reason for Exclusion/Inclusion: Excluded - Firm was not interested in the survey work and not their primary business.

Business & Contact Information



Doing Business As (DBA/Trade) Name

Contact Person	Karen Steingraber
Address	225 W. Ohio St., 4th Floor
County	Cook
City	Chicago
State	Illinois
Zip	60654
Country	United States
Phone	(312) 467-0123
Fax	
Email	ksteingraber@terraengineering.com
Website	www.terraengineering.com
Ethnicity	Caucasian American
Gender	Female
Application Type	BE BEP Application (Be Enrolled BEP Application)
Certification Type	Women Business Enterprise
Certifying Agency	City of Chicago
Certification Number	12699
Certification Status	Active
Certification Date	05/21/2025
Renewal Date	06/15/2026
Expiration Date	06/15/2026

Date of Contact: April 9, 2025

Method of Contact: Email and Phone

Reason for Exclusion/Inclusion: Included – Firm was qualified and interested to perform survey work.

Business & Contact Information



Doing Business As (DBA/Trade) Name

Contact Person	COVENTINE FIDIS
Address	120 N LaSalle St, Ste. 3350
County	Illinois
City	Chicago
State	Illinois
Zip	60602
Country	United States
Phone	(312) 277-2000
Fax	(815) 288-6277
Email	c.fidis@americansurvey.com
Website	www.americansurvey.com
Ethnicity	Hispanic American
Gender	Male
Application Type	Full BEP VBP Application
Certification Type	Minority Business Enterprise
Certifying Agency	State CEI Agency
Certification Number	
Certification Status	Active
Certification Date	04/08/2019
Renewal Date	04/08/2026
Expiration Date	04/08/2026

Date of Contact: April 9, 2025

Method of Contact: Phone

Reason for Exclusion/Inclusion: Excluded – Voice messages left, but firm was unresponsive.

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35%	Overall

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is Ten (10%) percent MBE and Five (5%) percent WBE.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Office of the Chief Procurement Officer, Business Enterprise Development
Cook County
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 5

Evidence of Insurance

Endorsement

<i>Policy Period</i>	NOVEMBER 29, 2025 TO NOVEMBER 29, 2026
<i>Effective Date</i>	NOVEMBER 29, 2025
<i>Policy Number</i>	3579-63-18 WUC
<i>Insured</i>	SPECTIR, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 15, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05-01-25** Policy No. **71739281**
Insured **SPECTIR LLC**
Insurance Company **Federal Insurance Company**

Endorsement No.
Premium \$ **Incl.**

Countersigned By _____

EXHIBIT 6

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	25-3645	Version:	1	Name:	SpecTIR LLC for the acquisition of hyperspectral imagery
Type:	Contract (Technology)	Status:			Approved
File created:	8/25/2025	In control:			Technology and Innovation Committee
On agenda:	9/18/2025	Final action:			11/20/2025
Title:	PROPOSED CONTRACT (TECHNOLOGY)				

Department(s): Bureau of Technology

Vendor: SpecTIR LLC, Reno, Nevada

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Acquisition of Hyperspectral Imagery

Contract Value: \$3,379,606.35

Contract period: 12/1/2025 – 11/30/2028 with two (2) one-year renewal options

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance Via: Direct Participation and partial MWBE Waiver.

Potential Fiscal Year Budget Impact: FY 2026: \$1,093,900.93, FY 2027: \$1,126,106.05, FY 2028: \$1,159,599.37

Accounts: 11249.1009.21120.560225

Contract Number(s): 2410-06133

Concurrence: This procurement has gone through the BOT Concurrence process and BOT concurs with this procurement.

Summary: This contract provides for the acquisition of hyperspectral imagery which is vital to various Cook County agencies, municipalities, and the general public. The deliverables will include hyperspectral (visible light and infrared) imagery for the entire county. Hyperspectral imagery acquisition not only assists various county entities but is heavily relied on by other local government throughout the county for planning and monitoring purposes. The frequency of data collection will allow users to better monitor changes to Cook County remotely and be less dependent on in-person evaluations. The acquisition of hyperspectral data on a regular basis will also give users the ability to conduct analyses that have previously been difficult to complete. Wetland delineation, invasive species detection, tree species classification, vegetation index creation, water quality assessment, soil moisture and type, impervious surface mapping, and roof type identification will all be possible with frequent hyperspectral imagery.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. SpecTIR, LLC. was selected based on established evaluation criteria.

Sponsors:

Indexes: F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/20/2025	1	Board of Commissioners		
11/10/2025	1	Technology and Innovation Committee		
10/23/2025	1	Board of Commissioners	no action taken	
9/18/2025	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: SpecTIR LLC, Reno, Nevada

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Acquisition of Hyperspectral Imagery

Contract Value: \$3,379,606.35

Contract period: 12/1/2025 - 11/30/2028 with two (2) one-year renewal options

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance Via: Direct Participation and partial MWBE Waiver.

Potential Fiscal Year Budget Impact: FY 2026: \$1,093,900.93, FY 2027: \$1,126,106.05, FY 2028: \$ \$1,159,599.37

Accounts: 11249.1009.21120.560225

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This contract is awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. SpecTIR, LLC. was selected based on established evaluation criteria.

EXHIBIT 7

Identification of Subcontractors/Supplier/Subconsultant Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2410-06133	Date: April 16, 2025
Total Bid or Proposal Amount: \$3,379,606.35	Contract Title: Hyperspectral Imagery Data Collection
Contractor: SpecTIR LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Dr. James Sokolowski
Authorized Contact for Contractor: Aaron Cumashot	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Dr. James Sokolowski
Email Address (Contractor): aaron@spectir.com	Email Address (Subcontractor): drjimsok@gmail.com
Company Address (Contractor): 9480 Gateway Drive, #200	Company Address (Subcontractor): 6902 Ladera Lane
City, State and Zip (Contractor): Reno, Nevada 89521	City, State and Zip (Subcontractor): Missouri City, Texas 77459
Telephone and Fax (Contractor): 775-329-6660	Telephone and Fax (Subcontractor): 832-696-6184
Estimated Start and Completion Dates (Contractor): 1/1/2026 - 12/30/2028	Estimated Start and Completion Dates (Subcontractor): 1/1/2026 - 12/30/2028 (As needed)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Dr. James Sokolowski is providing vegetation analysis support including, but not limited to spectral analytics, LIDAR analytics, software, and other remote sensing consulting services.	\$200,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

SpecTIR LLC

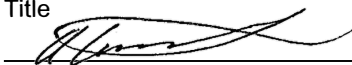
Contractor

Aaron Cumashot

Name

President & COO

Title



April 17, 2025

Prime Contractor Signature

Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2410-06133	Date: April 16, 2025
Total Bid or Proposal Amount: \$3,379,606.35	Contract Title: Hyperspectral Imagery Data Collection
Contractor: SpecTIR LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Terra Engineering Ltd
Authorized Contact for Contractor: Aaron Cumashot	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Matthew Westerkamp
Email Address (Contractor): aaron@spectir.com	Email Address (Subcontractor): mwesterkamp@terraengineering.com
Company Address (Contractor): 9480 Gateway Drive, #200	Company Address (Subcontractor): 225 W. Ohio Street, 4th Floor
City, State and Zip (Contractor): Reno, NV 89521	City, State and Zip (Subcontractor): Chicago, IL 60654
Telephone and Fax (Contractor): 775-329-6660	Telephone and Fax (Subcontractor): 312-467-0123
Estimated Start and Completion Dates (Contractor): 1/1/2026 - 12/30/2028	Estimated Start and Completion Dates (Subcontractor): 1/1/2026 - 12/30/2028 (As needed)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Terra Engineering is providing ground control survey services, including but not limited to establishment & survey of checkpoints, delivery of control survey files & metadata, and other related services.	\$115,500.00

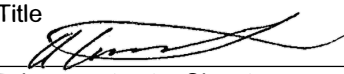
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

SpecTIR LLC

Contractor
 Aaron Cumashot

Name
 President & COO

Title


 Prime Contractor Signature

April 17, 2025
 Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2410-06133	Date: April 16, 2025
Total Bid or Proposal Amount: \$3,379,606.35	Contract Title: Hyperspectral Imagery Data Collection
Contractor: SpecTIR LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Keystone Aerial Surveys, Inc
Authorized Contact for Contractor: Aaron Cumashot	Authorized Contact for Subcontractor/Supplier/ Subconsultant: John Schmitt
Email Address (Contractor): aaron@spectir.com	Email Address (Subcontractor): John.Schmitt@vexcelgroup.com
Company Address (Contractor): 9480 Gateway Drive, #200	Company Address (Subcontractor): 9800 Ashton Road
City, State and Zip (Contractor): Reno, NV 89521	City, State and Zip (Subcontractor): Philadelphia, PA 19114
Telephone and Fax (Contractor): 775-329-6660	Telephone and Fax (Subcontractor): 215-816-2445
Estimated Start and Completion Dates (Contractor): 1/1/2026 - 12/30/2028	Estimated Start and Completion Dates (Subcontractor): 1/1/2026 - 12/30/2028 (As needed)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Keystone Aerial Surveys is providing aviation services including but not limited to aircraft, pilot, flight planning, aircraft maintenance, and LIDAR processing.	\$270,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE Utilization Plan must be submitted to the Office of the Contract Compliance.**

SpecTIR LLC

Contractor
 Aaron Cumashot

Name
 President & COO

Title


 Prime Contractor Signature

April 17, 2025
 Date

EXHIBIT 8

Certification for Consulting or Auditing Services



**COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES**

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

“Auditing” means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

“Consulting” means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

“Elected Official” means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State’s Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

“County” shall mean the offices which are administered by the President of the County Board.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers to.

SECTION 1: CONTRACTOR’S INFORMATION

COMPANY NAME: SpecTIR LLC

ADDRESS:

TELEPHONE:

CONTACT NAME: Aaron Cumashot

CONTACT EMAIL: aaron@spectir.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any “Affiliates” please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification “Affiliates” shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. “Control” shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. “Person” means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

AFFILIATE 1: Earth Signatures LLC 9480 Gateway Drive Suite 200, Reno, NV 89521 775-329-6660

AFFILIATE 2: Mark Landers, Managing Member LLC 2730 Sandestin Dr, Reno NV 89523 805-886-9012

AFFILIATE 3: Jonathan Longley, Member LLC 34844 N Indian Camp Trl, Scottsdale AZ 85266 978-505-7880

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 2410-06133
- b. The Contractor is providing the following type of Services: Auditing or Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
 Geographic Information Systems - Cook County Bureau of Technology, BOT through Cook County Government
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? Yes or No
 If yes, please state the other Contract Number(s) and the Nature of Services.

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

 The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

 The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.
- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature

Mark F Landers Digitally signed by Mark F. Landers
Date: 2025.04.17 14:00:23 -07'00'

Name (Type or Print)

Managing Member **April 22, 2025**

Title

Date April 17, 2025

Exhibit 9

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: No:

b) If yes, list business addresses within Cook County:

225 W. Ohio Street, 4th Floor, Chicago, IL 60654

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): NONE
jbousaab@terraengineering.com

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name SpecTIR LLC

D/B/A: _____ FEIN # Only: 20-4551236

Street Address: 9480 Gateway Drive Suite 200

City: Reno State: NV Zip Code: 89521

Phone No.: 805-886-9012 Fax Number: 775-329-6668 Email: _____

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) LLC elected to be taxed as Corporation

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Earth Signatures LLC	9480 Gateway Drive, Suite 200 Reno, NV 89521	99% owner SpecTIR LLC

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
n/a		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Jonathan Longley	34844 N Indian Camp Trl, Scottsdale AZ 85266	86.67%	owner Earth Signatures, Member LLC
Mark Landers	2730 Sandestin Drive, Reno NV 89523	3.6%	owner Earth Signatures, Managing Member

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Jonathan Longley	34844 N Indian Camp Trl, Scottsdale AZ 85266	Board Member	LLC 2 years
Mark Landers	2730 Sandestin Drive, Reno NV 89523	Managing Member	2 years

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Mark F Landers

Managing Member

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Mark F Landers

April 17, 2025

Signature

Date

mlanders@spectir.com

805-886-9012

E-mail address

Phone Number

Subscribed to and sworn before me
this 17th day of April, 2025.

My commission expires:

x *Linda Milks*

Notary Public Signature



Notary Seal

My Commission Expires: 01-05-26
Certificate No: 14-12649-2

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Earth Signatures LLC

D/B/A: _____ FEIN # Only: 47-5291949

Street Address: 9480 Gateway Drive Suite 200

City: Reno State: NV Zip Code: 89521

Phone No.: 805-886-9012 Fax Number: 775-329-6668 Email: mlanders@spectir.com

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) LLC elected to be taxed as Corporation

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Jonathan Longley	34844 N Indian Camp Trl, Scottsdale, AZ 85266	86.67% owner Earth Signatures, Member LLC

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Jonathan Longley	34844 N Indian Camp Trl, Scottsdale AZ 85266	Board Member LLC	2 years
Mark Landers	2730 Sandestin Drive, Reno NV 89523	Managing Member	2 years

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT #:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Mark F Landers

Managing Member

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Mark F Landers

August 18, 2025

Signature

Date

mlanders@spectir.com

805-886-9012

E-mail address

Phone Number

Subscribed to and sworn before me
this 18 day of August, 2025.

My commission expires:

X *Linda Milks*

Notary Public Signature



Notary Seal



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input checked="" type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input checked="" type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input checked="" type="checkbox"/> Sister | <input checked="" type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Business Entity: SpectIR LLC

Address of Person Doing Business with the County: Business Address: 9480 Gateway Drive, Suite 200, Reno, NV 89521

Phone number of Person Doing Business with the County: Business Phone: 775-329-6660

Email address of Person Doing Business with the County: Contact Person: mlanders@spectir.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Mark Landers, Chief Executive Officer/Managing Member, Phone: 805-886-9012, Email: mlanders@spectir.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2410-06133

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 3,379,606.35

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Anna Epps, OCPO, Lead Contract Negotiator, anna.epps@cookcountyl.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Todd Schuble (Geographic Information Systems), Director of GIS, Todd.Schuble@cookcountyl.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
n/a	n/a	n/a	n/a
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
n/a	n/a	n/a	n/a
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
n/a	n/a	n/a	n/a
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


Signature of Recipient

April 17, 2025
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2410-06133
County Using Agency (requesting Procurement): Geographic Information Systems(BOT)

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): SpecTIR LLC
Substantial Owner Complete Name: Jonathan Longley, Member Earth Signatures LLC

FEIN# [REDACTED]

Date of Birth: [REDACTED] E-mail address: dobe0651@outlook.com

Street Address: 34844 North Indian Camp Trail

City: Scottsdale State: AZ Zip: 85266

Home Phone: (978) 369 - 6490

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* **YES or NO**
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* **YES or NO**
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* **YES or NO**
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* **YES or NO**
- No *Any comparable state statute or regulation of any state, which governs the payment of wages* **YES or NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *Mark F Landers* Date: April 17, 2025

Name of Person signing (Print): Mark F Landers Title: Managing Member

Subscribed and sworn to before me this 17th day of April, 202025

x *Linda Milks*
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

SpecTIR LLC

MARK F. LANDERS Mark F. Landers

LLC Name

*Member/Manager Printed Name and Signature

April 17, 2025

805-886-9012

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

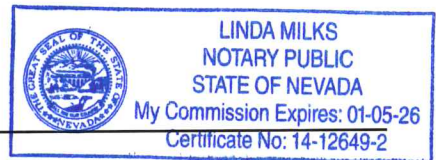
17th day of April, 2025

My commission expires:

Linda Milks

Notary Public Signature

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

**Raffi
Sarraffian**

Digitally signed by Raffi Sarraffian
Date: 2025.11.25 14:45:51 -06'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

Assistant State's Attorney
(Required on contracts over \$1,000,000)

10/1/2025

Date

CONTRACT TERM & AMOUNT

2410-06133

Contract #

December 1, 2025 - November 30, 2028

Two (2) one-year renewal options

Original Contract Term

Renewal Options (If Applicable)

\$3,379,606.35

Contract Amount

November 20, 2025

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

NOV 20 2025

COM _____

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence **SPECTIR, LLC** as a DOMESTIC LIMITED-LIABILITY COMPANY (86) duly organized or formed and existing, or duly qualified or registered, as applicable, under and by virtue of the laws of the State of Nevada since 03/21/2006, and in good standing in this State.

I further certify that the above DOMESTIC LIMITED-LIABILITY COMPANY (86) has its formation or qualification document and no amendments on file in this office as of the date of this certificate.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of this State, at my office on 04/08/2025.

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202504085608594

You may verify this certificate

online at <https://www.nvsilverflume.gov/home>



Revised and Restated Operating Agreement
of

SpecTIR, LLC

This operating agreement (the "Agreement") of SpecTIR, LLC, a Nevada limited liability corporation (the "Company"), is made and adopted effective as of the 8th day of October 2018 (the "Agreement Date"), by and among the Company and Earth Signatures, LLC.

WITNESSETH:

To reflect the transfer of the Company to the ownership of the Member, the Agreement of the Company is set forth and constitutes an agreement between the Company and its Member.

ARTICLE I
FORMATION

1.1 *Formation.* The Company was formed as a limited liability company pursuant to the Act by the filing of a certificate of formation thereunder on March 21, 2006.

1.2 *Name.* The Company shall conduct its business under the name SpecTIR LLC or under such trade or fictitious name or names as the Board of Directors may determine from time to time.

1.3 *Principal Office.* The Company's principal office will be at 9480 Gateway Drive, Suite 200, Reno, Nevada 89521. The Company may maintain an office or offices elsewhere as it deems advisable.

1.4 *Purposes.* The purposes of the Company shall be to engage in any lawful activity for which limited liability companies may be organized under the Act.

1.5 *Powers.* The Company shall have all the powers granted to a limited liability company under the Act, including those necessary or convenient to achieve its purposes.

1.6 *Ownership of Property.* The Company shall hold legal title in its name to all its assets, rights, and property.

1.7 *Qualification in Other Jurisdictions.* The Company shall qualify or register under the applicable laws of any jurisdiction in which it transacts business and shall file any certificates and documents necessary to effect such qualification or registration including, without limitation, the appointment of agents for service of process.

1.8 *Tax Status.* The Company has elected to be taxed as a corporation.

1.9 *Term.* The term of the Company shall be perpetual unless terminated in accordance with this Agreement.

ARTICLE II CAPITAL

2.1 *Percentage Unit and Number of Interests.* The Member's Percentage Interest as of December 19, 2018 is Earth Signatures, LLC, 99% and Landers Family Trust, 1%.

2.2 *No Third-Party Beneficiaries.* The provisions of this Agreement are not intended to benefit any creditor or other person to whom any debts, liabilities, or obligations are owed by the Company or any of the Member; nor shall any creditor or other person obtain any right hereunder to assert any claim against the Company or any of the Member in respect of any such debt, liability, or obligation.

2.3 *Company Funds.* Company funds shall be deposited in such bank accounts or prudently invested as the Board shall determine; *provided, however*, that such funds shall not be commingled with funds not belonging to the Company and shall be used only for the Company's business and affairs.

ARTICLE III MANAGEMENT

3.1 *Management of the Company's Business.* Management of the business and affairs of the Company is reserved to, and vested in, the Board of Directors of the Company.

3.2 *Board of Directors.*

(a) The Board of Directors of the Company (the "Board") shall have the exclusive right, power, and authority on its behalf and in its name to exercise all its rights, powers, and authorities under the Act. The Board shall consist of five Member, two of whom shall be appointed for a renewable term of one year, two of whom shall be appointed for a renewable term of two years, and the last of whom shall be appointed for a renewable term of three years, all to serve at the pleasure of the Board, which shall have the right at any time by affirmative majority vote of its remaining Member to remove any member thereof, with or without cause, and appoint a substitute in his or her place. Except for actions in the ordinary course of business within the scope of the Plan, as hereafter defined, all actions required or permitted to be taken by the Board shall be authorized by affirmative majority vote of its Member at a meeting thereof at which a Quorum is present.

(b) The Board shall meet periodically as required; establish meeting times, dates, and places and requisite notice requirements; adopt rules or procedures, consistent with this Agreement; and provide appropriate notice to the Member concerning matters to be

acted upon at any regular or special meeting thereof. Member of the Board may call a special meeting thereof for any purpose on three (3) days' notice, except in an emergency, in which event such notice as is practicable shall be sufficient. The Board may meet by conference telephone call. Any action that may be taken at a meeting of the Board may be taken without a meeting by written consent of that number of Member thereof needed to authorize the action.

3.3 *Officers.* The Board shall appoint the Chief Executive Officer (CEO), the President, Treasurer, and Secretary of the Company. The CEO shall have the authority to select such other officers, subject to the Board's approval, as may be necessary or desirable to carry out day-to-day management of the Company's business. The Board grants the CEO the authority to incur debt, up to an aggregate amount not to exceed \$250,000.00. At the Board's request each principal officer shall enter into an employment agreement with the Company containing customary provisions, including, without limitation, covenants not to compete and to preserve the confidentiality of the Company's proprietary information.

3.4 *Actions Requiring the Members' Express Super-Majority Written Consent.* The following actions or decisions by the Board shall require the express written consent of the Member:

- (a) amendment of this Agreement or any other organizational document of the Company;
- (b) any action relating to the merger, sale, consolidation, reorganization, dissolution, winding up, liquidation of the Company or similar transaction involving all or substantially all of the Company's assets;
- (c) incurrence of any debt or the issuance of any guarantee exceeding \$250,000 in the aggregate (excluding normal trade debt);
- (d) except as otherwise provided in Section 2.3 hereof, any decision to distribute cash or other assets of the Company;
- (e) admission of an additional Member(s) or the grant by the Company of any right to acquire any Interest in the Company;
- (f) any decision to sell, transfer, lease or otherwise dispose of, or mortgage or pledge, either in a single transaction or a series of related transactions, any assets of the Company with a Fair Market Value greater than \$250,000 except in the ordinary course of business;
- (g) settlement of any dispute or litigation or other proceeding, whether administrative or otherwise, that would have material adverse effect on the Company or the Member; and
- (h) any agreement by the Company to take any of the foregoing actions.

(i) any agreement by the Company or the designated Administrator to award more than 4/15ths of the aggregate total of IRAS authorized by the Plan to an individual employee.

3.5 *Action by Member.* The Member may make any decision or take any action at a meeting, by conference telephone call, written consent, oral agreement, or any other reasonable method it elects, *and*, a decision or action shall be made or taken by written consent signed by the Member.

3.6 *Budgets and Business Plan.* Senior management of the Company shall prepare and present to the Board and the Member an annual budget and business plan (the "Business Plan") for the Company in advance of each Fiscal Year. As approved and/or modified by the Member, the Business Plan shall then constitute the annual budget and business plan of the Company.

3.7 *Indemnification.*

(a) No officer appointed by the Board or member thereof (each, an "Indemnitee") shall be liable to the Company or the Member for any act or omission performed or omitted to be performed by him pursuant to the authority granted by this Agreement, except for his own bad faith, fraud, gross negligence, willful breach of this Agreement, or willful misconduct. The Company shall indemnify and hold harmless each Indemnitee from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative, or investigative, in which an Indemnitee may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to the business of the Company, regardless of whether an Indemnitee continues to be a member of the Board or officer at the time any such liability or expense is paid or incurred, if (i) the Indemnitee acted in good faith in the interests of the Company and (ii) his conduct did not constitute bad faith, fraud, gross negligence, willful breach of this Agreement or willful misconduct.

(b) Notwithstanding anything contained in this Section 3.7(a), the Company shall not indemnify and hold harmless any Indemnitee if a judgment or other final adjudication establishes (i) that such Indemnitee's acts were committed in bad faith or (ii) that such Indemnitee personally gained financial profit or other advantage to which he was not legally entitled.

(c) Expenses (including reasonable attorneys' fees and disbursements) incurred in defending any claim, demand, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, shall be paid by the Company in advance of the final disposition of such claim, demand, action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that the Indemnitee is not entitled to be indemnified by the Company as authorized hereunder.

(d) The Company may purchase and maintain insurance on behalf of one or more Indemnitees against the foregoing liabilities.

(e) Any indemnification hereunder shall be satisfied only out of the assets of the Company, and the Member shall have no liability by reason thereof.

ARTICLE IV LIABILITY OF THE MEMBER

4.1 *Limited Liability.* Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company (whether arising in contract, tort, or otherwise) shall be borne solely by the Company, and the Member shall have no responsibility therefor solely by reason of its status as such. No individual officer, member of the Board, employee, or agent of the Member shall have any personal liability for the performance of any obligation of the Member under this Agreement.

4.2 *Reliance.* The Member shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements furnished to it by the Board, any member thereof, and any officer of the Company in the ordinary course of business.

ARTICLE V BOOKS AND RECORDS; REPORTS; TAX MATTERS; MEETINGS

5.1 *Books and Records.* The Company's books and records shall be maintained at its principal office and shall be available for examination and inspection by the Member.

5.2 *Financial Reports.* The Board shall cause to be prepared and delivered to the Member promptly after each Fiscal Year a financial report of the business and operations of the Company relating to such period, including a balance sheet and a statement of income (loss

5.3 *Meetings.* The annual meeting of the Member shall be held on a date to be determined in December of each year (or at such other time as the Member shall agree) for the transaction of such business as may come before the meeting. Special meetings of the Member may be called at any time for any purpose by any officer of the Company or by the Member. The Board of Directors may designate the location of any meeting, whether annual or special. Written notice of any meeting stating the place, date and purposes thereof shall be delivered to the Member not less than five (5) nor more than thirty (30) days before the date of the meeting. Action required or permitted to be taken at a meeting of Member may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the Member, and filed with the records of the Company. When any notice is required to be given hereunder, a waiver thereof in writing signed by the person entitled to receive such notice, whether before, at, or after the time stated therein, shall be the equivalent of such notice.

ARTICLE VI DISSOLUTION AND LIQUIDATION

6.1 *Dissolution.* Dissolution of the Company shall occur upon the sale or other disposition of all or substantially all of the Company's assets; the affirmative vote of the Member; or the entry of a decree of judicial dissolution under the Act.

6.2 *Exclusive Means of Dissolution.* The exclusive means by which the Company may be dissolved are set forth in Section 6.1. The Company shall not be dissolved upon the resignation, expulsion, bankruptcy, or dissolution of the Member.

6.3 *Liquidation.* Upon dissolution, the Company shall immediately wind up its affairs and liquidate pursuant to this Section 6.3. Following dissolution, the Board shall appoint a liquidating trustee to wind up the affairs of the Company and distribute its assets as provided herein. The liquidating trustee may settle and close the Company's business, prosecute and defend suits, dispose of its property, discharge or make provision for its liabilities, and make distributions in accordance with the priorities set forth herein.

6.4 *Priority of Payment.* Upon dissolution, the assets of the Company shall be sold and the net proceeds thereof, together with any remaining cash, shall be distributed in liquidation in the following order:

- (a) first, to creditors by payment or provision for payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by the Member) and the expenses of liquidation;
- (b) second, to the establishment of reserves necessary for any contingent, conditional, or unmatured liabilities or obligations of the Company;
- (c) third, to repayment of any loans or advances to the Company made by the Member; and
- (d) fourth, to the Member.

6.5 *Timing.* Final distributions in liquidation shall be made by the end of the Company's Fiscal Year in which liquidation occurs (or, if later, within ninety (90) days after such event) in compliance with Section 704(b) of the Treasury Regulations.

6.6 *Certificate of Cancellation.* Upon dissolution and winding up, the Company will file a certificate of cancellation with the Nevada Secretary of State pursuant to the Act and an application for withdrawal of its certificate of authority in any jurisdiction where it is then qualified to do business

ARTICLE VII
MISCELLANEOUS

7.1 *Modification; Waivers.* This Agreement may be modified or amended only with the written consent of the Member.

7.2 *Entire Agreement.* This Agreement, and all related documents, each as amended, constitute the entire agreement between the parties with respect to the subject matter hereof.

7.3 *Severability.* If any provision of this Agreement shall be held invalid, the remaining provisions hereof shall not be affected thereby but shall continue in full force and effect.

7.4 *Notices.* All notices, requests, demands, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given on the date delivered by hand, by confirmed facsimile, by confirmed e-mail, or on the third business day after such notice is mailed by registered or certified mail, postage prepaid, and, pending the designation by written notice of another address, addressed as follows:

If to the Company:
To it c/o Mark Landers
SpecTIR LLC
9480 Gateway Drive, Suite 200,
Reno, Nevada 89521

7.5 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors, and permitted assigns.

7.6 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

7.7 *Construction.* None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or any third party.


7.8 *Property Rights.* All books, records, and accounts maintained exclusively for the Company, and any contracts or agreements entered into by or exclusively on behalf of the Company shall at all times be the exclusive property of the Company. All property purchased with Company funds, and all moneys held or collected for or on behalf of the Company shall at all times be the exclusive property of the Company.

7.9 *Governing Law.* This Agreement will be governed by, and construed in accordance with, the laws of Nevada, without regard to any conflicts of laws rules.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers or Member hereunto duly authorized as of the date first written above.

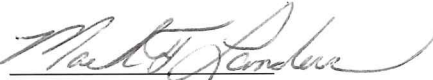
SpecTIR LLC

by CEO


Mark F. Landers

Earth Signatures LLC

by Manager


Mark F. Landers

State of Nevada
County of Washoe

This instrument was acknowledged before me on April 17, 2025 by Mark F. Landers.

BY: 
Notary Signature

Seal:

